

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

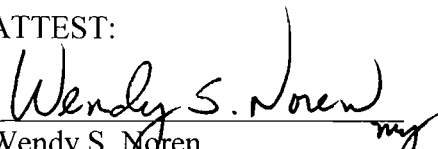
In the County Commission of said county, on the 11th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby release a Cash Deposit from the Boone County Treasurer in the amount of \$50,070. Said deposit was issued on behalf of St. Charles Road Development, LLC for stormwater improvements on land located at 7441 St. Charles Road and Battle Avenue Columbia, MO 65201. The work has been completed as required. The original Commission Order accepting the cash deposit is 269-2012.

Done this 11th day of July, 2013.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner


 Absent

Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the

5th

day of

June

20

12

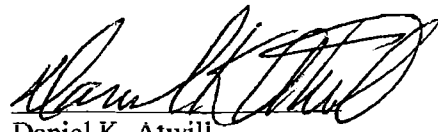
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the stormwater erosion and sediment control security agreement between St. Charles Road Development, LLC, and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

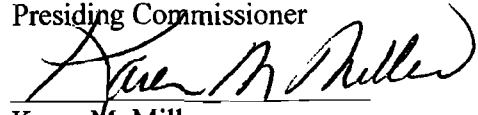
Done this 5th day of June, 2012.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: May 15, 2012

Developer/Owner Name: ~~Emery Sapp and Sons (ES&S)~~ St. Charles Road Development, LLC
Address: ~~2602 North Stadium Boulevard, Columbia, MO 65202~~

2504 St. Regis Ct., Columbia, Mo
65203

Development: Somerset Village Plat 2, 7441 St Charles Rd and Battle Avenue

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Somerset Village Plat 2, 7441 St Charles Rd and Battle Avenue. The SWPPP and ESC was prepared by A Civil Group on January 6, 2012.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 30th day of November 2013, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$50,070, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- X Cash deposit with County Treasurer
- U Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- U Certificate of Deposit issued by FDIC insured bank for a term of **xx months**.
- U Corporate surety bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Certificate of Deposit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to November 30, 2013, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Certificate of Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing the Certificate of Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on November 30, 2013, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Certificate of Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the Certificate of Deposit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.



Public Works Department
 Boone County, Missouri
 5515 Highway 63 South
 Columbia, Missouri 65201
 573-449-8515

For office use only
 Permit number: LD 11-14
 Date Received: 11-29-11
 Related permits: MoRA 00878
 Issue date: 5/16/12

Land Disturbance Permit Application

A land disturbance permit is required prior to land clearing activities greater than one-acre or in close proximity of an environmentally sensitive area. The applicant can request a Land Disturbance permit through the Boone County Planning and Building Inspection Office. NOTE: When properly validated, this form constitutes a permit. Please attach additional sheets as required to fulfill application requirements. NO BUILDING INSPECTIONS MAY TAKE PLACE UNTIL THE LAND DISTURBANCE PERMIT HAS BEEN ISSUED.

JOB/SITE INFORMATION

OWNER: St. Charles Road Development, LLC 2504 St. Regis Ct.

Name	Address	Phone
<u>C/O Rob Wolverton</u>	<u>robwolverton@anthonyproperty.com</u>	<u>573 999-6551</u>
Fax Number	Email Address	Mobile Phone

PROJECT NAME: Somerset Village Plat 2

PROJECT DESCRIPTION: Construction of arterial Battle Ave & associated Wet Det. Pond

PROJECT ADDRESS: Approx. 7441 St. Charles Road.

SIZE OF DEVELOPMENT: Plat 2 = 113 Acres, Total Disturbance = Approx. 10.5 Acres

DEVELOPER: St. Charles Road Development, LLC 2504 St. Regis Ct.

Name	Address	Phone
<u>C/O Rob Wolverton</u>	<u>robwolverton@anthonyproperty.com</u>	<u>573 999-6551</u>
Fax Number	Email Address	Mobile Phone

CONTRACTOR Energy Supply & Sons 2602 N Stadium 445-8331

Name	Address	Phone
<u>(573) 445-0266</u>		<u>445-9245</u>
Fax Number	Email Address	Mobile Phone

TYPE OF CONSTRUCTION ACTIVITY

CLEARING & GRADING

SUBDIVISION

PLANNED DEVELOPMENT

COMMERCIAL

ENVIRONMENTALLY SENSITIVE AREA

OTHER

OWNER'S CERTIFICATION

The undersigned owner certifies that he/she is responsible for complying with the Boone County Stormwater Ordinance and for complying with the county-approved erosion and sediment control plan for this project. Boone County employees may enter the property for the purpose of inspecting and or completing erosion and sediment control measures. I understand that a final inspection by the Department of Public Works must be requested, and all land disturbances found to be in compliance, in order for the performance bond to be released.

Scott Atkins
 Signature of Land owner

SCOTT ATKINS, MANAGER
 Printed Name and Title of Landowner

11/23/2011
 Date

PRE-CONSTRUCTION MEETING

Schedule a preconstruction conference with public works prior to the start of land disturbance activity. The applicant will be responsible for notifying all contractors and other entities including utility crews that will perform work at the site to attend this meeting. After the review of the following items, the inspector will approve the application and issue the land disturbance permit.

- Attendance list is complete and all parties are on site
- Review of facility details, grading, landscaping, and sequencing of construction
- Review of SWPPP and posted signs/permits
- Review Erosion and Sediment Control BMP placement and Stormwater runoff diversions
- Tree protection areas are marked and vegetative buffers are the proper width along natural streams. Additional vegetative buffers are required for environmentally sensitive areas.
- Stormwater management facility locations staked out to avoid compaction
- Stormwater management facility pipe and appurtenances are on site and inspected prior to construction

CONTRACTORS CERTIFICATION

I hereby certify that the proposed site will be built according to the stamped approved Construction Plans. I further understand that any field modifications will be documented in writing, and delivered to the Boone County Inspector. Major modifications require a resubmittal of the plans with the changes indicated.

[Signature] SAMUEL E. CALVERT, PM. 5-16-12
 Signature of Contractor Printed Name and Title of Contractor Date

Inspector Comments: _____

FOR OFFICE USE ONLY

Permit fee: \$ 150⁰⁰ Date Paid: 11/21/11
 Copy of Bond on file with the County: (yes/no) Amount of Bond: \$ 50,070
 Copy of MDNR permit in file? (Yes/No/Not applicable)
 Construction plan/Erosion & Sediment Plan approval date:
 Pre-con meeting date: 5/16/12
 Construction Start date: 5/16/12
 Application approved/denied by: G. Gorman Date: 5/16/12
 Permit Expires: 5/16/14

Permission is hereby given to proceed with construction as shown on the approved plans and in compliance with the Ordinances of Boone County:

[Signature] 5/16/12
 Signature of Approving Authority Date

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

~~EMERY SAPP AND SONS, INC.~~ St. Charles Road Development, LLC

By: 

Printed Name: Robert A. Wolverton

Title: Member

BOONE COUNTY, MISSOURI:

Department of Resource Management



Stan Shawver, Director Resource Management

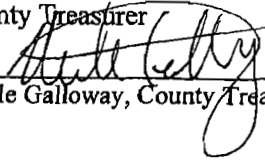
County Commission:


Daniel K. Atwill, Presiding Commissioner

Attest:

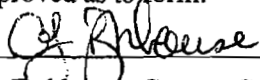

Wendy S. Noren, Boone County Clerk

County Treasurer



Nicole Galloway, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 11th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby accept the attached Stormwater Erosion and Sediment Control Security Agreement and Letter of Credit for Whitworth Hills. It is further ordered the Presiding Commissioner is hereby authorized to sign said Security Agreement.

Done this 11th day of July, 2013.

ATTEST:

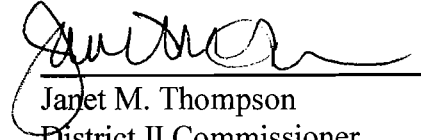
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: July 1, 2013

Developer/Owner Name: Tompkins Homes & Development
Address: 6000 S. Hwy KK Columbia, MO 65203

Development: Whitworth Hills

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Whitworth Hills. The SWPPP and ESC was prepared by Crockett Engineering Consultants on April 2, 2013.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 27th of June, 2014, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$67,076.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of xx months.
- Corporate surety bond issued to Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the letter of credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to June 27, 2014, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing the letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on June 27, 2014, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the letter of credit to the account then-designated by the Boone County Treasurer. If the total sum of the letter of credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: 

Printed Name: Mike Tompkins

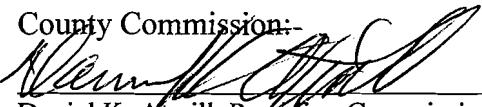
Title: President

BOONE COUNTY, MISSOURI:

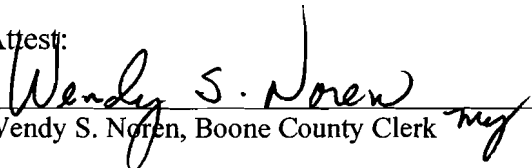
Department of Resource Management


Stan Shawver, Director Resource Management

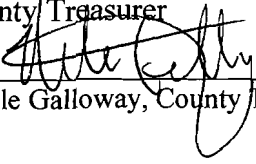
County Commission:-


Daniel K. Atwill, Presiding Commissioner

Attest:

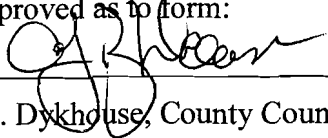

Wendy S. Noren, Boone County Clerk *my*

County Treasurer



Nicole Galloway, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

Boone County National Bank



IRREVOCABLE LETTER OF CREDIT

NO. 151886-0299

DATE: June 27, 2013

Amount: \$67,076.00

County of Boone

Attn: Director, Resource Management

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the **Boone County National Bank** for the account of the Developer/Owner Tompkins Homes and Development, Inc., up to an aggregate amount of \$67,076.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Boone County National Bank** Letter of Credit #151886-0299 Dated 06/27/13."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before June 27, 2014, provided further that upon such expiration, either at June 27, 2014, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Boone County National Bank** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600. However, if this Credit contains a drawing schedule or a schedule of availability, then Article 32 of the UCP is hereby expressly deleted. In addition, if this Letter of Credit expires during the interruption of business as described in Article 36 we hereby specifically agree to effect payment if this letter of Credit is drawn against within thirty (30) days after resumption of business.

Sincerely yours,

By: 
Dawn Shellabarger, Assistant Vice President

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Commercial Banking Officer

Re: **Boone County National Bank** Letter of Credit No.: **151886-0299**
Dated: 06/27/13
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and Development Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Boone County National Bank** (the "Bank"), with reference to Irrevocable Letter of Credit No. **151886-0299** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director Resource Management

Wendy S. Noren, Boone County Clerk
Commission Order: _____

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

Boone County National Bank
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Commercial Banking Officer

Re: **Boone County National Bank** Letter of Credit No.: **151886-0299**
Dated: 06/27/13
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and Development Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$_____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Stan Shawver, Director, Planning & Building

Wendy S. Noren, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 11th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between the County of Boone and the City of Rocheport regarding the distribution of road sales tax and property tax revenues. The terms of the agreement are stipulated in the attached cooperative agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

Done this 11th day of July, 2013.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Absent

Karen M. Miller
 District I Commissioner

Janet M. Thompson

Janet M. Thompson
 District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 11th day of July, 2013, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011& 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Thirteen Thousand One Hundred Forty Two Dollars and Forty-Five Cents (\$13,142.45)** as determined by the formula for Year 1 of the 6-year cycle as described in the aforementioned Commission

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 468-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

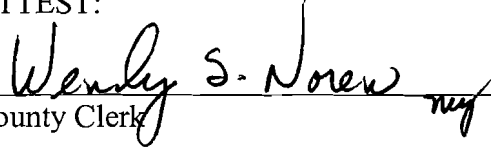
BOONE COUNTY

By:



Presiding Commissioner

Date: 7-11-13

ATTEST:


County Clerk

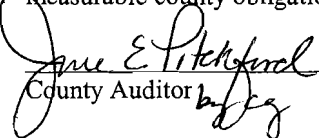
APPROVED AS TO FORM:


County Attorney

Boone County Auditor Certification:

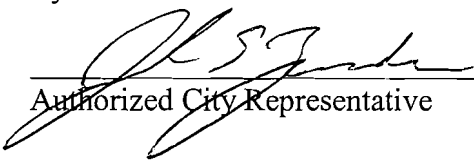
I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract.

(Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


County Auditor 7/3/13
Date
2049-71452

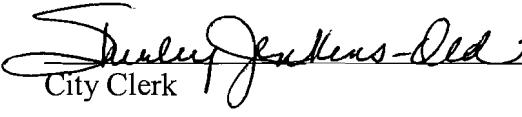
CITY of ROCHEPORT

By:

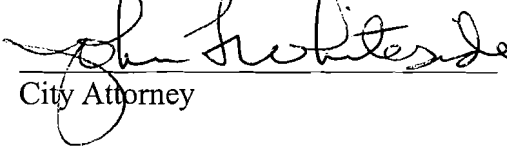

Authorized City Representative

Date: 7-1-13

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 11th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between the County of Boone and the Central Missouri Humane Society for Animal Shelter and Related Services. The terms of the agreement are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of July, 2013.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner

Absent

Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner

AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

THIS AGREEMENT, dated the 11th day of July, 2013, is made and entered into by and between **Boone County Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "**County**," and the **Central Missouri Humane Society**, a Missouri not for profit corporation, herein "**Humane Society**".

WHEREAS, the County is authorized by law to regulate the possession, control and disposition of animals pursuant to section RSMo §192.330 and RSMo §§ 322.090 – 322.130; and

WHEREAS, the County has promulgated certain regulations relating to the control of animals as part of the Code of Health Regulations for Boone County, Missouri; and

WHEREAS, Humane Society has the ability and desire to provide the County with animal shelter and related services; and

WHEREAS, the parties wish to memorialize their agreement relating to animal shelter services.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to memorialize the parties' mutual undertaking with respect to animal shelter services and related animal services that the Humane Society will provide County for the duration of this agreement.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the Humane Society the sum of Ten Thousand Two Hundred and Sixty Dollars (\$10,260.00) for calendar year 2013 in exchange for the services the Humane Society will provide as outlined herein.
3. **HUMANE SOCIETY AGREEMENTS.**
 - a. Humane Society agrees to provide the County with an Animal Shelter for the reception and humane care of impounded animals described in this agreement as well as provide space and care for proper observation of at least three (3) animals per month which are seized and impounded as suspected rabies carriers.
 - b. Humane Society agrees to accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to the provisions of applicable Boone County Code of Health Regulations or the provisions of RSMo Chapter 578. All such animals

shall be disposed of as provided by said health regulations or applicable statutes in the event they are unclaimed.

- c. Humane Society agrees to assist County animal control officers and/or law enforcement officials in conducting animal abuse and neglect investigations within the unincorporated areas of Boone County, Missouri when requested.
 - d. Humane Society agrees to provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by the County and the Humane Society for purposes of teaching and promoting the humane care and maintenance of animals.
 - e. Humane Society agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this agreement.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
 5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Humane Society. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
 6. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
 7. **TERM.** This Agreement shall be in effect from January 1, 2013, through and including December 31, 2013.
 8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
 9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
 10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

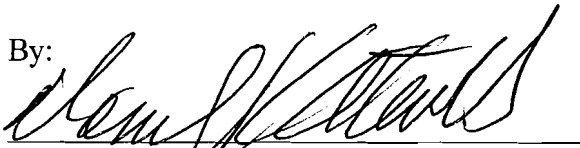
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

By:

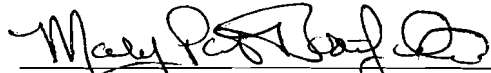


Presiding Commissioner

Date: 7-11-13

CENTRAL MISSOURI HUMANE SOCIETY

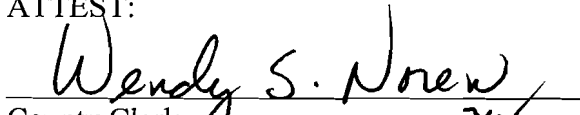
By:



~~President, Board of Directors~~
Executive Director


Date: 6-28-13

ATTEST:



County Clerk *my*

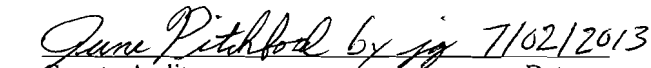
APPROVED AS TO FORM:



County Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)



County Auditor Date
Acct# 1430-86610

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 13

In the County Commission of said county, on the 11th day of July 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Life Ministries for August 10, 2013 from 12:00 p.m. to 7:00 p.m.

Done this 11th day of July, 2013.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

[Signature]
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Minister to a young lady - celebratio
of life
Date(s) of Use: August 10, 2013
Time of Use: From: 12:00 AM thru 7:00 AM

Facility requested: Courthouse Grounds - Courthouse Plaza - Chambers - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Life Ministries
Organization Representative/Title: Del Williams
Address: 3418 Nottingham Court Col. MO 65202
Phone Number: (573) 489-5183 Date of Application: 7-9-13
Email Address: djw@gokolumbiamo.com

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:
Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 7-11-13