

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the 22nd day of October 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C215002001 – Voice and Data Cell Phone Service with US Cellular of Columbia, MO. This is a County-wide Term and Supply contract in effect through October 31, 2016.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

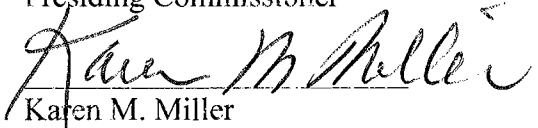
Done this 22nd day of October, 2015.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 13, 2015
RE: Cooperative Contract: *C215002001 – Voice and Data Cell Phone Service – US Cellular*

Purchasing requests permission to put in place the State of Missouri cooperative contract *C215002001 – Voice and Data Cell Phone Service* with US Cellular of Columbia, Missouri.

This is a County-wide Term and Supply contract in effect through October 31, 2016.

cc: Contract File

**PURCHASE AGREEMENT
FOR
C215002001 – Voice and Data Cell Phone Service**

THIS AGREEMENT dated the 22ND day of OCTOBER 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **US Cellular** herein “Vendor.”

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Voice and Data Cell Phone Service** in compliance with all bid specifications and any addenda issued for the **State of Missouri Contract C215002001 (including documents from the State of Maine contract MA-18P-120525*0285)**, and the Boone County Standard Terms and Conditions (as amended and attached). All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract C215002001, and Boone County Standard Terms and Conditions shall prevail and control over the vendor’s bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Voice and Data Cell Phone Service, as specified and priced in State of Missouri’s contract C215002001 for Boone County.

3. **Contract Term** - This agreement shall commence on **May 1, 2015 and extend through October 31, 2016** subject to the provisions for termination specified below.

4. **Billing and Payment** - All billing shall be invoiced to the using department. Billings may only include the prices listed in the vendor’s bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or

- c. If appropriations are not made available and budgeted for any calendar year; provided, however, that in such event, County shall provide Vendor with written notice, which notice shall be furnished on County's letterhead and signed by an authorized County representative.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

US CELLULAR

by *Jill Vonne*
title *BNSM*

BOONE COUNTY, MISSOURI

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

Deecee *for City House*
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.)

Jane E. Pichford
Signature by *af*

10/15/15
Date

Term and Supply-county wide
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby, provided that the replacement items so procured shall be substantially similar in type and quantity (including but not limited to quantity of date messaging) as those items which are the subject of County's agreement with Vendor.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
17. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. Equipment and serial model numbers – The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
19. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

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Entity Dashboard

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- [Reps & Certs](#)
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- [Reports](#)
- [Service Contract Report](#)
- [BioPreferred Report](#)
- [Exclusions](#)
- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

US CELLULAR
 DUNS: 807196910 CAGE Code: 1V4F2
 Status: Active

6100 WASHINGTON AVE STE A
 RACINE, WI, 53406-4000 ,
 UNITED STATES

Expiration Date: 06/17/2016
 Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: US CELLULAR
Business Type: Business or Organization
POC Name: Lori Ledezma
Registration Status: Active
Activation Date: 06/18/2015
Expiration Date: 06/17/2016

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.34.20150710-1415

WWW9

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USA.gov

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

22nd

day of

October

20

15

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C208010002 – IBM Systems and Peripherals with Huber and Associates of Jefferson City, MO.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 22nd day of October, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner

Absent

Janet M. Thompson

District II Commissioner

Boone County Purchasing

Jacob M. Garrett
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett
DATE: October 15, 2015
RE: C208010002 – IBM Systems and Peripherals – Hardware

The Information Technology Department requests permission to utilize the State of Missouri cooperative term and supply contract C208010002 with Huber and Associates of Jefferson City, Missouri.

This contract (based upon the New York State Office of General Services contract PT63039) will be used to purchase IBM Systems and Peripherals – Hardware.

Contract term is through February 29, 2016. Invoices will be paid from department 1170 – Information Technology, account 92301 – Replace Computer Hardware, account 91302 – Computer Software, and account 71101 – Professional Services. Invoices will also be paid from department 2010 – Assessment, account 92301 – Replace Computer Hardware, and account 92302 – Replace Computer Software.

cc: Aron Gish, IT
Contract File

**PURCHASE AGREEMENT FOR
IBM Systems and Peripherals - Hardware**

THIS AGREEMENT dated the 22ND day of October 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Huber & Associates, Inc** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **IBM Systems and Peripherals - Hardware** in compliance with all specifications and any addendum issued for the New York State Office of General Services contract PT63039 and State of Missouri contract **C208010002** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the New York State Office of General Services and County Purchasing Office file for this contract if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement shall prevail and control over the Contractor's proposal. This Purchase Agreement shall be governed under the laws of the State of Missouri and any disputes concerning this Agreement shall be brought in any appropriate division of the Circuit Court of Boone County, Missouri.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with IBM Systems and Peripherals - Hardware as outlined in the discount pricing structure of the attached State of Missouri contract. The County will order equipment on an as needed basis, thus not all equipment detailed within State of Missouri contract may be purchased.

3. **Delivery** - All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

4. **Contract Duration** - This agreement shall commence on **date written above and extend through February 29, 2016**. Discount structure shall remain firm during this contract period.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology department and billings may only include the discount structure listed in the contract. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the contract shall be billed to the County. The County agrees to pay all invoices within thirty days of receipt of a correct monthly statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.


6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

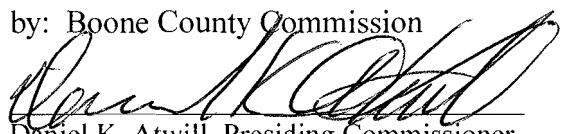
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

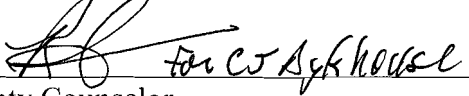
HUBER & ASSOCIATES, INC

by 
title CEO


BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

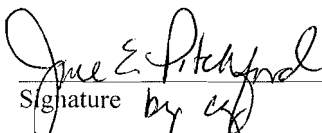
APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.)


Signature by efj

1170-92301/91302/71101/71101; 2010-92301/92302
10/15/15 Term + Supply - No Encumbrance Required
Date Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

Date: June 11, 2015

CONTRACT TITLE: IBM Systems and Peripherals - Storage
CURRENT CONTRACT PERIOD: May 30, 2015 through February 29, 2016
BUYER INFORMATION: Name: Paul Linhardt
 Phone: (573) 751-4578
 Email address: paul.linhardt@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
		5/30/07 through 5/29/12

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

P-CARD PURCHASES ARE NOT ALLOWED WITHOUT CONTRACTOR PERMISSION

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C208010001	1308719850 3	<p>Order Address: IBM CORPORATION P.O. BOX 206 JEFFERSON CITY MO 65102-0206</p> <p>Contact: Greg Reeves Phone: (573) 632-2248 Fax: (573) 632-2256 Email: gtreeve@us.ibm.com</p> <p>POs should be faxed for faster processing.</p> <p>Payment Address: IBM CORPORATION PO BOX 676673 DALLAS, TX 75267-6673</p> <p>Payments preferred to be received via the EFT process within SAM-II.</p>	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C208010002	4315161090 4	Huber & Associates 1400 Edgewood Drive Jefferson City, MO 65109 Contact: Cathy Cook Phone: 573-634-5000 Fax: 573-634-5500 Email : CCook@teamhuber.com	YES (WBE)	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
5/30/15 – 2/29/16	06/11/15	Renewal of both contracts through 02/29/16.
5/30/14 – 5/29/15	06/24/14	Renewal of C208010001 and C208010002 .
5/30/13 – 5/29/14	7/03/13	Contract renewal and updated Huber & Associates and IBM contact information
5/30/12 – 5/29/13	6/06/13	Added language to explain that maintenance services are available
5/30/07-5/29/12	07/22/08	Add section 8 “Payments” P-Cards shall not be used to make payments from this contract.
5/30/07-5/29/12	9/10/07	Modify Purpose and SAM II order information.
5/30/07-5/29/12	8/29/07	Initial issuance of new statewide contract with IBM Inc. and Huber & Associates
6/29/12-5/29/12	08/15/12	Renewed statewide contract with IBM Inc. and Huber & Associates in their entirety

1. PURPOSE

This contract has been established through a cooperative effort based on the State of New York's centralized contract for the acquisition **and maintenance** of Systems & Peripherals Hardware and Software- Storage. (PT63039). The contract provides for the conveniences of installation, configuration, extended warranties, maintenance, support and other incidental services (including, but not limited to, consulting [analysis and design] and training).

IBM Corporation has assigned all Systems and Peripheral sales to Huber & Associates for which they have been certified to provide.

2. ELIGIBLE USERS

All governmental entities within the State of Missouri including all state agencies, institutions of higher education, and members of Cooperative Procurement program (including local public bodies such as cities, courts, counties, and public schools) are authorized to obtain services under this contract.

4. CONTACT INFORMATION

Local IBM sales and service representatives shall continue to be the State of Missouri's point of contact under this contract. For more information regarding products/services and pricing, contact Greg Reeves of IBM Corporation at (573) 632-2248 or your local IBM Client Representative. In addition, agencies may contact Lori Staub at (573) 634-5000 to solicit information regarding products/services and pricing from Huber & Associates.

5. WEBSITE INFORMATION

Agencies shall use the following website address for locating services and pricing information:

The State of New York's contract for which the State of Missouri's contract is allied with is:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7505020754can.htm>

6. PRICING

P-CARD PURCHASES ARE NOT ALLOWED WITHOUT CONTRACTOR PERMISSION

All pricing can be found at the link below:

http://www-1.ibm.com/gold/portal/servlet/gold/slg/Content?contentURI=/gold/portal/html/en_US1/688333_blue.html

7. SAM II ORDER INFORMATION

Agencies must place orders issuing a PGQ or SC document. The information on the order must include the following; PA (Contract) Number, Vendor Number, PA Line Number (ex. 001, 002), Custom Text (as applicable), Quantity, Unit Cost, Responsible Person and Phone Number.

Orders shall reference the State of Missouri Contract Number C208010002 for primary purchases of Systems and Peripheral products acquired through Huber & Associates. Orders shall reference the State of Missouri Contract Number C208010001 for Systems and Peripheral products not handled by Huber and Associates to be purchased through IBM Corporation.

8. PURCHASES

P-Cards shall not be used for payments without permission from the contractor.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of October

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the Village of Hartsburg regarding the distribution of certain road sales tax and property tax revenues.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Road & Bridge Improvement/Repair Cooperative Contract.

Done this 22nd day of October, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Janet M. Thompson
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPROVED APPLICATION-BASED PROJECT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 22nd day of October, 2015, 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 **Village of Hartsburg**, 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 **Nine Thousand Eight Hundred Thirty Dollars and Forty-One Cents (\$9,830.41)** as determined by the formula for Year

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

3 of the 6-year cycle as described in the aforementioned Commission 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 464-2011 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.

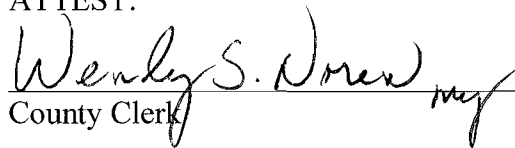
BOONE COUNTY

By:



Presiding Commissioner

Date: 10-22-15

ATTEST:

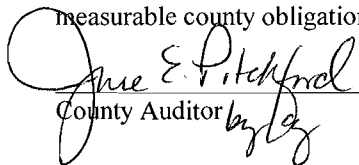

County Clerk

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

10/14/15 2049-71452
Date

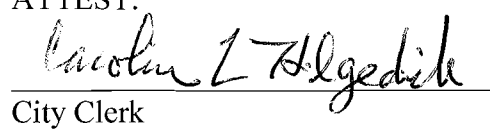
VILLAGE OF HARTSBURG

By:


Authorized City Representative

Date: 10-7-15

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

2015 Road & Bridge Sales Tax Distribution

Period: March 2014 - February 2015

Tax Year	R & B Tax Levy Ceiling Rate:	Actual Road & Bridge Tax Levy Rate:
1997	0.27	0.05
1998	0.28	0.05
1999	0.28	0.05
2000	0.28	0.05
2001	0.28	0.05
2002	0.28	0.05
2003	0.28	0.05
2004	0.28	0.05
2005	0.2601	0.0475
2006	0.2601	0.0475
2007	0.2601	0.0475
2008	0.2601	0.0475
2009	0.2632	0.0475
2010	0.2649	0.0475
2011	0.2657	0.0475
2012	0.2677	0.05
2013	0.2677	0.05
2014	0.2677	0.05

FY 2014 R&B Sales Tax Revenue:

Less: Total Property Tax Reduction Due to Voluntary Rollback:

Net Additional Sales Tax Revenue:

13,754,106.70	
(5,562,095.66)	0.40
8,192,011.04	0.60

82.25%	Retained by County	6,737,929.07
1.00%	Allocated to Application Entities	81,920.11
15.00%	Allocated to Formula Entities (excl. Columbia) - A	1,064,961.44
2.25%	Allocated to Formula Entities (excl. Columbia) - B	184,320.25
1.50%	Allocated to Property Tax	122,830.17
<u>100.00%</u>		<u>8,192,011.04</u>

- A= Distribution Frequency = Annual
- M= Distribution Frequency= Monthly
- C= Distribution Frequency determined by Contractual Terms

Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec	AV% (B)	Property Tax Pass Thru to CSRD Fund 700	Statutory Dist. To Cities Actual R&B Prop Tx	Sales Tax Needed to Cover PropTax Roll Back
Cities, Towns, Villages:								
Ashland	Formula	51,803,505	2.7%	51,803,505	44.3%		6,239.86 A	27,168.99 A
Centralia	Formula	48,995,944	2.5%	48,995,944	41.9%		6,143.93 A	26,751.40 A
Columbia	Formula	1,813,684,109	93.9%	n/a	n/a		225,645.97 A	982,483.53 A
Hallsville	Formula	16,172,328	0.8%	16,172,328	13.8%		1,955.18 A	8,513.20 A
Harrisburg	Application	n/a	n/a	n/a	n/a		304.08 A	1,324.03 A
Hartsburg	Application	n/a	n/a	n/a	n/a		108.72 A	473.35 A
Rochepoint	Application	n/a	n/a	n/a	n/a		345.38 A	1,503.84 A
Sturgeon	Application	n/a	n/a	n/a	n/a		846.66 A	3,686.51 A
Huntsdale	Application Pool	n/a	n/a	n/a	n/a		22.66 A	98.67 A
McBaine	Application Pool	n/a	n/a	n/a	n/a		5.74 A	25.00 A
Pierpont	Application Pool	n/a	n/a	n/a	n/a		131.88 A	574.15 A
Pierpont	Application Pool	n/a	n/a	n/a	n/a			
SubTotal All Cities, Towns, Villages:							241,750.06	1,052,602.67
Road District								
CSRD		64,536,311	n/a	n/a	n/a	26,402.66 M		114,148.70 M
Grand Total			<u>100.0%</u>		<u>100.0%</u>	<u>26,402.66</u>	<u>241,750.06</u>	<u>1,166,751.37</u>

	0.01	0.43	0.0225	0.012	Total
	Sales Tax Distribution To Application Entities	Sales Tax Distribution To Formula Entities (A)	Sales Tax Distribution To Formula Entities (B)	Sales Tax Distribution To CSRD	
PER CO#609-2012 Years of 6					
n/a		28,575.13 A	81,630.25 A	n/a	143,614.23
n/a		77,026.46 A	77,206.18 A	n/a	137,127.97
n/a		1,000,439.10 A	n/a	n/a	2,208,568.60
n/a		8,920.75 A	25,493.82 A	n/a	44,872.96
13,107.22 A		n/a	n/a	n/a	14,735.33
9,830.41 A		n/a	n/a	n/a	10,412.48
15,564.82 A		n/a	n/a	n/a	17,414.04
39,321.65 A		n/a	n/a	n/a	43,854.82
n/a		n/a	n/a	n/a	121.33
n/a		n/a	n/a	n/a	30.74
n/a		n/a	n/a	n/a	706.03
4,096.01 C		n/a	n/a	n/a	4,096.01
81,920.11		1,064,961.44	184,320.25		2,625,554.53
n/a		n/a	n/a	122,830.17 A	263,431.53
81,920.11		1,064,961.44	184,320.25	122,830.17	2,888,986.06

General Ledger Accounts:
Office Preparing Payment Requisition:

7000-86890 Treasurer	2049-71350 Resource Mngt	2049-71405 Resource Mngt	2049-71452 Resource Mngt	2049-71451 Resource Mngt	2049-71451 Resource Mngt	2049-71453 Resource Mngt
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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 15

In the County Commission of said county, on the 22nd day of October 20 15


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

Now on this day the County Commission of the County of Boone does hereby release Letter of Credit #0382390-0099 from Central Bank of Boone County, formerly Boone County National Bank, in the amount of \$117,300.00. Said letter was issued on behalf of the Boone County Regional Sewer District for stormwater improvements located at North Rocky Fork Dr., in Columbia, MO. The work has been completed as required. The original Commission Order accepting the Letter of Credit is 338-2013.

Done this 22nd day of October, 2015.

ATTEST:

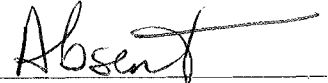
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

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 25th 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 rescind Commission Order 333-2013 which accepted Security Agreements and Letters of Credit for both Rocky Fork Wastewater Treatment Plant and Rocky Fork Wastewater Treatment Plant Collection System. Rescinding Commission Order 333-2013 will allow the Commission to approve two separate Commission Orders, one for Rocky Fork Wastewater Treatment Plant and one for Rocky Fork Wastewater Treatment Plant Collection System. The original approved and signed Security Agreements from 333-2013 will be accepted for each new Commission Order.

Done this 25th day of July, 2013.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
 Karen M. Miller

District I Commissioner

Absent

Janet M. Thompson

District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 13

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of July

20 13

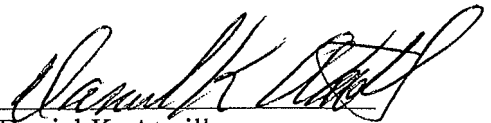
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the Security Agreement and Letter of Credit for the Rocky Fork Wastewater Treatment Plant in the amount of \$117,300.00 and the Rocky Fork Wastewater Treatment Plant Collection System in the amount of \$190,362.00. It is further ordered the Presiding Commissioner is hereby authorized to sign said Security Agreements.

Done this 23rd 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

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

25th

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 Letter of Credit and Security Agreement originally signed on Commission Order 333-2013 for the Rocky Fork Wastewater Treatment Plant in the amount of \$117,300.00. Acceptance of the originally signed Security Agreement can be referenced on Commission Order 337-2013.

Done this 25th day of July, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent

Janet M. Thompson
 District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: July 10, 2013

Developer/Owner Name: Boone County Regional Sewer District
Address: 1314 N. 7th Street Columbia, MO 65201

Development: Rocky Fork Wastewater Treatment Plant

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 Rocky Fork Wastewater Treatment Plant. The SWPPP and ESC was prepared by Shafer, Kline, & Warren, Inc. on May 23, 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 31st of December, 2015, 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 \$117,300.00, 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 December 31, 2015, 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 December 31, 2015, 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.

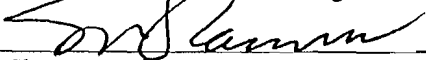
In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

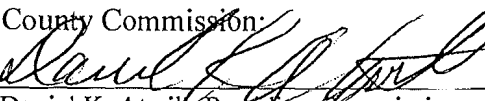
ACKNOWLEDGED AND AGREED TO:

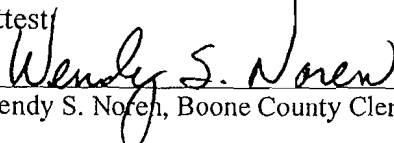
Developer/Owner:
By: 
Printed Name: Tom Fatermann
Title: General Manager

BOONE COUNTY, MISSOURI:

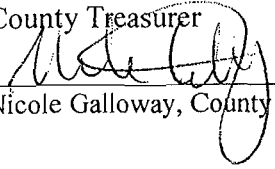
Department of Resource Management


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. 0382390-0099

DATE: June 26, 2013

Amount: \$117,300.00

Re: Rocky Fork Wastewater Treatment Plant

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 Boone County Regional Sewer District, up to an aggregate amount of \$117,300.00 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 #0382390-0099 Dated 06/26/13."

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 December 31, 2015, provided further that upon such expiration, either at December 31, 2015, 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,

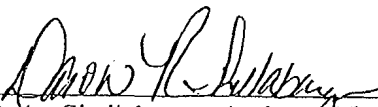
By: 
Dawn Shellabarger, Assistant Vice President Commercial Banking

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, Assistant Vice President Commercial Banking

Re: **Boone County National Bank** Letter of Credit No.: **0382390-0099**
Dated: 06/26/13
In Favor of Boone County, Missouri on behalf of **Boone County Regional
Sewer District for Rocky Fork Wastewater Treatment Plant**

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. **0382390-0099** (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, Assistant Vice President, Commercial Banking

Re: **Boone County National Bank** Letter of Credit No.: 0382390-0099
Dated: 06/26/13
In Favor of Boone County, Missouri on behalf of **Boone County Regional
Sewer District for Rocky Fork Wastewater Treatment Plant**

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: _____