

423 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

September Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 5th day of September 20 24

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation Recognizing September as National Preparedness Month.

Done this 5th day of September 2024.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

424 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

September Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

5th

day of

September

20 24

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

Now on this day, the County Commission of the County of Boone Does hereby approve the award of County Contract C000855 awarded from RFB 13-26JUN24 for the Geothermal System Remediation Project for the Boone County Communications Center to Harold G. Butzer, Inc. of Jefferson City, Missouri for the Boone County Facilities Management Department and the Boone County Joint Communications Department.

The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 5th day of September 2024.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



5551 S. Tom Bass Road, Room 204
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 08/27/2024
RE: Award of Contract C000855 from RFB 13-26JUN24 for the Geothermal System Remediation Project at the Joint Communications Center for the Boone County Joint Communications Department and the Facilities Management Department

Purchasing requests approval of Contract C000855 that results from Request for Bid 13-26JUN24. Said RFB solicited bids to conduct remediation of the geothermal system at the Joint Communications Center for the Boone County Joint Communications Department and the Facilities Management Department. Only one bid was received:

(1) Harold G. Butzer, Inc. of Jefferson City, Missouri.

The bid has been reviewed by the Purchasing Department and by Christie Davis, Director of Boone County Joint Communications; Major Gary German of the Boone County Sheriff's Office who has been interim director of Boone County Joint Communications; Johnny Mays, Director of Facilities Management; Jody Moore, Deputy Director of Facilities Management; Chris Kelley of Boone County's Office of Emergency Management (housed at the Joint Communications Center); Phil Wentz, Vice President/Principal with McClure Engineering, and Kyle Griffen, Mechanical Engineer with McClure Engineering. The project bid price exceeded available funds and the Facilities Management Department has obtained a budget amendment to fully fund the project approved with Commission Order 405-2024 dated August 20, 2024. The bid from Harold G. Butzer Inc. of Jefferson City, Missouri is acceptable and is recommended for award of contract.

The contract period will run from September 01, 2024 through Project Completion, on or about May 31, 2025. The project once started is anticipated to take 8 months to complete.

The total project price is \$428,150.00 and a 10% reserve is added if needed for a total of \$470,965.00. Payment will reference 2705 - 911/Emergency Facilities Management Building Maintenance/60200 – Equipment Repairs/Maintenance.

/lp

Attachment – Bid Tab

cc: Contract File

CONTRACT AGREEMENT

THIS AGREEMENT, County Contract **C000855** awarded from RFB **13-26JUN24**, made and entered into by and between the County of Boone through the Boone County, Missouri (hereinafter referred to as the Owner), and Harold G. Butzer, Inc. (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

1. The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

Bid No.: 13-26JUN24

Project: Geothermal System Remediation for the Boone County Joint Communications Center

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

<u>Description</u>	<u>Price</u>
13-26JUN24 - Geothermal System Remediation For the Boone County Joint Communications Center	\$428,150.00
	GRAND TOTAL

2. The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- General Instructions to Bidders, Bidding Guidelines, and Bidders Instructions
- Bid Response
- Bid Form
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidder's Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond
- *Sample Labor & Material Payment Bond
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Affidavit - Contractor's Affidavit Regarding Settlement of Claims
- General Specifications
- Boone County Standard Terms and Conditions
- State Wage Rates-Annual Wage Order #31
- Boone County Standard Terms and Conditions
- Project Plans and/or Details/Drawings (**Appendix A**)
- Contractor Bid Response

*** For the successful awarded Contractor, the Performance Bond and the Labor and Materials Payment Bond must be submitted on forms provided herein at the time of contract award.**

It is understood and agreed that, except as may be otherwise provided for by the Specifications the work shall be done in accordance with the contract documents. Said specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. If a conflict is identified in the Specifications and the Drawings, the more stringent requirement will govern the work. If a conflict is identified between this Contract Agreement and any other incorporated item, the terms of this Contract Agreement shall prevail and control over the conflicting terms.

3. The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract. Contractor has made and shall be deemed to have made a careful examination of the site of the Project and any plans and the scope of work for the project, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Contractor has secured this information by personal investigation and research and not from any estimates of Owner. Contractor agrees to make no claim against the Owner by reason of estimates, tests or representation of any officer, agent or employee of Owner.
4. Time and Manner of Construction
 - 4.1. The said Contractor agrees to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the bid or such additional time as may be allowed by the Owner under the contract. **The Contract Period shall be September 01, 2024 through Project Completion, on or about May 31, 2025.**
 - 4.2. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of Contractor, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible. Provided, however, that no extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes shall result in any liability on the part of the Owner.
 - 4.3. Owner may from time to time during the progress of the construction of the project make such changes, additions to or subtractions from the Plans, Specifications, Drawings and sequence of construction provided for in the Contract Documents as conditions may warrant. Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to Contractor of construction of the project shall be materially increased by any such change or addition, the Owner shall pay Contractor for the reasonable cost thereof in accordance with a construction contract amendment signed by the Owner and Contractor, but no claim for additional compensation for any such change or addition will be considered unless Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.
5. Construction not in bid response: Contractor also agrees that when it is necessary to construct units not shown in the Request for Bid, it will construct such units for a price arrived at as follows:
 - 5.1. The cost of materials shall be determined by the invoices.
 - 5.2. The cost of labor shall be reasonable cost thereof, as agreed upon by the Owner and Contractor prior to the commencement of work.

- 5.3. The cost of overhead and profit, when agreed to by Owner, shall not exceed 7% of the cost of the change order for each.
- 5.4. Contractor shall bear any increases in costs for required bonds due to approved change orders. Contractor further states that Contractor understands that standard deviations from drawings are not appropriate matters for change order consideration. Contractor shall use any forms provided by Owner for any requested or required Change Orders.
6. The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency. All site preparations and daily clean up, including any related costs such as rental of dumpsters or parking, shall be the responsibility of Contractor. Contractor shall participate in meetings with Owner and/or Architect as requested to coordinate the work and administer the project. Contractor shall employ stormwater management practices appropriate to the project as required by Owner.
7. The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.
8. Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.
 - 8.1 **Applicability of Prevailing Wage – See Prevailing Wage #31 for Boone County which is incorporated into the contract by reference**
 - a. If the quote received for this project for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply.
 - b. If the quote received for the project for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
 - c. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law **WILL** apply to only that portion of the project that is in excess of \$75,000.
9. The contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with this special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

- 10. The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.
- 11. Records: Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Owner's representative to evaluate the performance of such services. The owner's representative shall have full and free access to such books and records at all times during normal business hours of Owner, including the right to inspect, copy, and audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Owner shall have access to such records in the event any audit is required.
- 12. Integration; Amendment: It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangement, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
- 13. Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

The Owner agrees to pay the Contractor in the amount: \$428,150.00 as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 9/5/2024 at Columbia, Missouri.
(Date)

HAROLD G. BUTZER, INC.

by DocuSigned by:
Jason Thompson
3DCF97E51B5F4F7...
title President

BOONE COUNTY, MISSOURI

by: Boone County

DocuSigned by:
[Signature]
57400BED96434D4...
Presiding Commissioner

425 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the 5th day of September 20 24

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

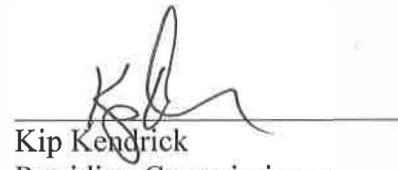
Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation memo and approve the placement of "No Parking" signs on Smith Hatchery Road along the east side near Cooper's Landing event center approximately one (1) mile north of State Route N.

Done this 5th day of September 2024.

ATTEST:



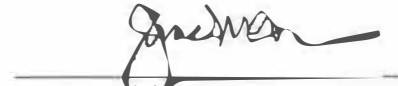
Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Road & Bridge

Gregory P. Edington
Director
Maintenance Operations Division



5551 S Tom Bass Rd
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)

EMAIL: gedington@boonecountymo.org

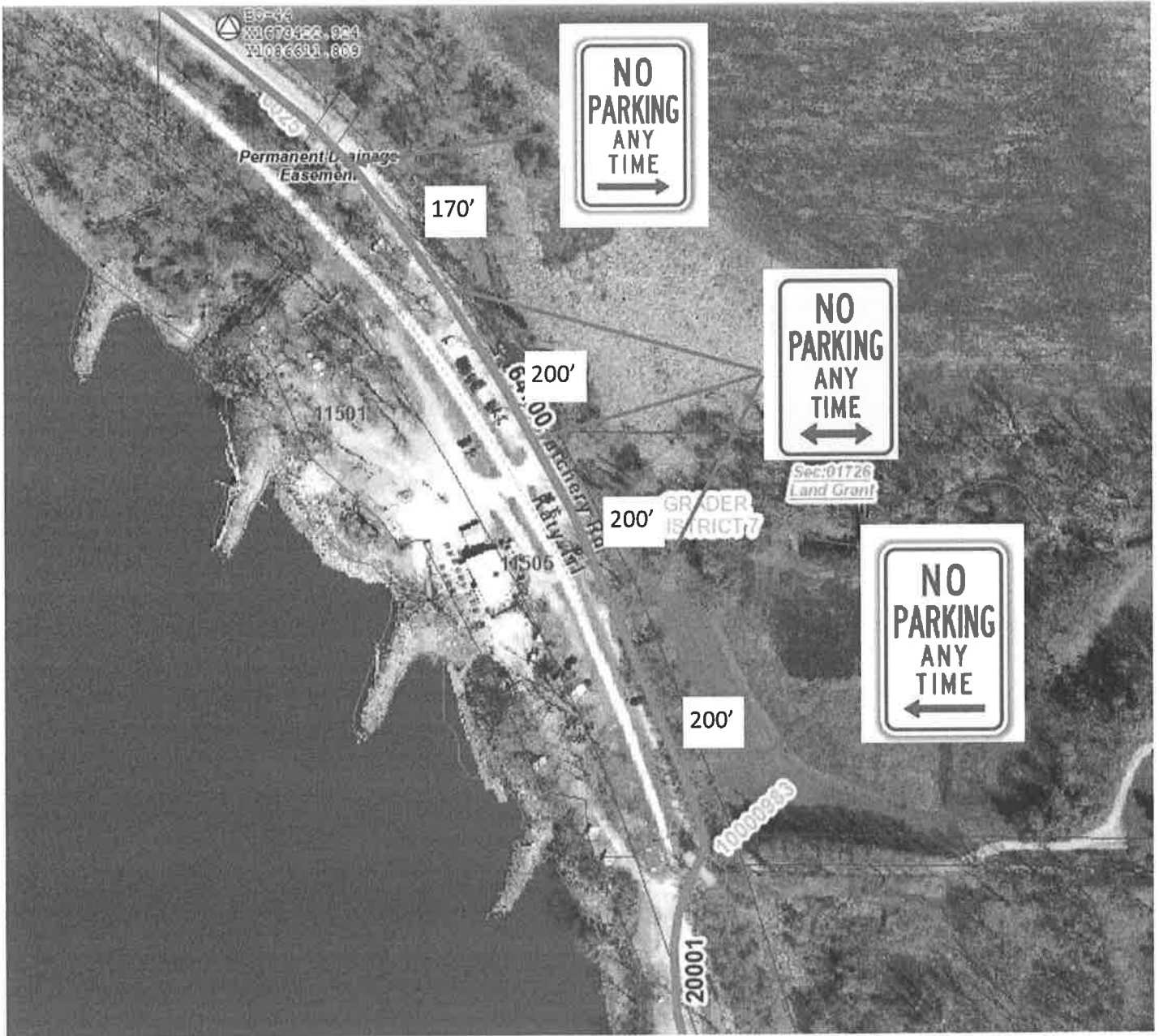
Date: August 27, 2024
To: Boone County Commission
From: Greg Edington, Director, Boone County Road & Bridge
Subject: Recommendation for No Parking Signs Installation
Smith Hatchery Road at Cooper's Landing Event Center

Commissioners,

The Road and Bridge Department has had several discussions with Boone County Emergency Service Departments regarding parking on the east side of Smith Hatchery Road and restricted road width for emergency service vehicles. When vehicles are parked along the east side of the road the road width becomes 7' or narrower, preventing access by wider vehicles including ambulance and fire services.

I recommend installation of five (5) "No Parking Any Time" R7-1, 12"x18" signs on Smith Hatchery Road along the east side near Cooper's Landing event center approximately one (1) mile north of State Route N to be located as shown on the attached exhibit.

Smith Hatchery Road
No Parking sign exhibit



426 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the 5th day of September 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the Boone County Prosecuting Attorney's request for a contract extension for the period of October 1, 2024, through December 31, 2024, for the grant funding through Victims of Crime Act (VOCA).

Done this 5th day of September 2024.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



**State of Missouri
Department of Social Services
Contract Amendment**

Contract Description:
Victims of Crime Act (VOCA)
Amendment Description:
Contract Extension

Contract #: ER130220012

Amendment #: 003

Effective Date: October 1, 2024

Agency Information:

Agency Name: **Boone County Prosecuting Attorney**
Mailing Address: **705 East Walnut Street**
City, State Zip: **Columbia, MO 65201**

The above referenced contract between Boone County Prosecuting Attorney and the Department of Social Services, Victims of Crime Unit is hereby amended as follows:

1. The contract is extended for the period of October 1, 2024 through December 31, 2024.
2. Within ten (10) calendar days of signing and returning this amendment, the agency must complete the VOCA Budget Form and provide a Budget Narrative, <https://dss.mo.gov/dfas/victims-of-crime-act/>, to the Department via email to FSD.VOCAUnit@dss.mo.gov for review and approval.
3. All other terms and conditions shall remain unchanged.

~~~~~  
*In witness thereof, the parties below hereby execute this agreement.*

Authorized Signature for the Agency

Presiding Commissioner 9/5/2024

Title

Date

427 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the 5th day of September 20 24

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 Contract Amendment Number One for the Agreement for Housing Study for Boone County contract between Amarach Planning Services, LLC and the Boone County Children's Service Board.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Amendment.


Done this 5<sup>th</sup> day of September 2024.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Community Services Department

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## Memorandum

TO: Boone County Commission  
FROM: Joanne Nelson, Director  
DATE: August 30, 2024  
RE: First Reading: Contract Amendment #1 – Amarach Planning Services, LLC

The Community Services Department requests approval to amend the Agreement for Housing Study for Boone County contract with the Amarach Planning Services, LLC. There has been changes in the Scope of Work to include presentations and assistance with the Boone County Housing Summit to be held on October 24, 2024. This will require an additional net cost of \$5,915.05 to cover expenses incurred with the described changes.

c: Contract File

# **AGREEMENT FOR HOUSING STUDY FOR BOONE COUNTY, MISSOURI**

## **Contract Amendment Number One**

### **Amarach Planning Services, LLC**

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The Agreement, Boone County Contract #C000705, approved by Boone County Commission Order 592-2023 dated December 21, 2023 between **Boone County, Missouri**, a political subdivision of the State of Missouri, through the Boone County Commission, and **Amarach Planning Services, LLC**, hereinafter referred to as **Amarach**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

#### **BACKGROUND**

- A.** Boone County is requesting additional services from Amarach to supplement the original scope of the Contract (#C000705).
- B.** Amarach is agreeable to providing such consulting services to Boone County on the terms and conditions set out in this Contract.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, Boone County and Amarach (individually the "Party" and collectively the "Parties" to this Contract) agree to the following contract amendment:

#### **CONTRACT AMENDMENT**

- 1.** This Amendment amends and modifies the Contract (#C000705) dated December 21, 2023 made and entered into by the Parties hereto as follows:
  - 1.1.** Task 3.2: Presentation to the County Planning & Zoning Commission, which includes 80 hours of Amarach work, is removed from the contract.
  - 1.2.** Task 3.3: Presentation to County Commission, which includes 40 hours of Amarach work, is removed from the contract.
  - 1.3.** Task A.1: Housing Summit, which includes 184 hours of Amarach work, is added to the contract.
    - 1.3.1.** Amarach will work with Boone County to plan, coordinate, prepare for, and conduct a Housing Summit. Amarach will meet with local government leaders the day before the housing summit to discuss the housing study. Amarach will provide a keynote opening presentation and facilitate the activities that follow the opening presentation. Amarach will provide a second presentation in the evening of the summit. Amarach will assist in planning the schedule for the Housing Summit.
    - 1.3.2.** Amarach will budget additional hours as follows:
      - 1.3.2.1.** Up to 160 additional hours to plan, coordinate, and prepare for the Housing Summit prior to the event, including the preparation of both the opening presentation and the facilitation of the rest of the Housing Summit activities.
      - 1.3.2.2.** An additional 24 hours spread over three days that Amarach spends in Boone County for the Housing Summit.
      - 1.3.2.3.** Travel expenses of up to \$2,500.



- 1.4. The hourly rate of \$71.25 used in the Contract (#C000705) will also be used for the additional work included in this Amendment.
- 1.5. The cost of the work added to the Contract (#C000705) in Task A.1 is \$13,110, plus \$2,500 to cover travel expenses, for a total cost of \$15,610.
- 1.6. The cost of the work removed from the Contract (#C000705) in Tasks 3.2 and 3.3 is \$8,550.
- 1.7. The total unspent travel money in Tasks 1.6 and 2.6 of the Contract (#C000705) totals \$1,144.95.
- 1.8. The total net cost added to the Contract (#C000705) via this Amendment by adding Task A.1, removing Tasks 3.2 and 3.3, and carrying over unspent travel funds equals \$5,915.05.

**CONTRACT TERMS**

- 2. Except as specifically amended hereunder all other terms, conditions, and provisions of the original contract shall remain in full force and effect.

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

**Amarach Planning Services, LLC**

**Boone County, Missouri**

By: Boone County Commission

DocuSigned by:  
  
 E2C8C8E200A545D  
 Signature

DocuSigned by:  
  
 574009ED96434D4  
 Kip Kendrick  
 Boone County Presiding Commissioner

By: David Boston      Owner  
 Printed Name/Title

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
  
 7D71DEAEB9D74DD...  
 CJ Dykhous, County Counselor

DocuSigned by:  
  
 0267E242BFB948C...  
 Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION: 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.)

DocuSigned by:  
  
 Kyle Rieman  
 Signature

8/29/2024  
 Date

(2132/71101/\$5,915.05)  
 Appropriation Account

# CERTIFIED COPY OF ORDER

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} ca.

September Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 5th day of September 20 24

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 Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Questec Properties, LLC.

The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 5<sup>th</sup> day of September 2024.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: August 13th, 2024

Developer/Owner Name: Questec Properties, LLC

Address: 1930 Boone Industrial Dr.  
Columbia, MO 65202

Development: Questec Storage Facility

Legal Description: Lot Six (6) of Boone Industrial Park North block two (2) as shown by plat thereof recorded in Plat Book 11, Page 233, Records of Boone County, Missouri. Excepting therefrom that part conveyed to P & M Sales, Inc., a Missouri corporation, by warranty deed dated May 5, 1988 and recorded in Book 674, Page 935, Records of Boone County, Missouri; and also excepting therefrom that part conveyed to P & M Sales Inc., a Missouri corporation, by warranty deed dated August 1, 1988 and recorded in Book 687, Page 160, Records of Boone County, Missouri.

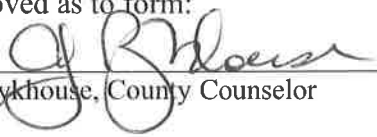
This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons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

In consideration of the performance based by each party of their 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 8.4 Performance and Guarantee, in the Stormwater 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 Questec Storage Facility. The SWPPP and ESC was prepared by Crockett Engineering Consultants on 8-9-2024.
- 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 1st day of September, 2026, 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 \$112,794.06, 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:
  - U Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of 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 corporate surety bond 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 *1st* day of *September, 2026*, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Irrevocable Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing Irrevocable Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *1st* day of *September, 2026*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Irrevocable Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond 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.

Approved as to form:

  
\_\_\_\_\_  
C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT

NO. 70018262

DATE: 08/12/2024

Amount: \$112,794.06

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 Simmons Bank for the account of Questec Properties, LLC up to an aggregate amount of \$112,794.06, 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 Simmons Bank Letter of Credit #70018262 Dated 08/12/2024."

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 08/12/2026, provided further that upon such expiration, either at 08/12/2026, 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, the County of Boone, and Simmons 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.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:   
Rodrigo Scorza - Vice-President



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

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Bank Name**  
**Bank Address**  
**City, State, Zip**  
**Attention: Bank Senior VP**

Re: Bank Letter of Credit No.: **XXXXXXX**  
Dated: MM/DD/YY  
In Favor of Boone County, Missouri on behalf of **Developer/Owner**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Simmons Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. **XXXXXXX** (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: \_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Bill Florea, Director, Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_





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

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Bank Name**  
**Bank Address**  
**City, State, Zip**  
**Attention: Bank Senior VP**

Re: Bank Letter of Credit No.: **XXXXXXXX**  
Dated: MM/DD/YY  
In Favor of Boone County, Missouri on behalf of Developer/Owner

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: \_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Bill Florea, Director, Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

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: SCOTT S. BOYD

Title: Managing Member

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

  
Bill Florea, Director Resource Management

County Commission:

  
Kip Kendrick, Presiding Commissioner

Attest:

  
Brianna L. Lennon, Boone County Clerk

County Treasurer

  
Jenna Redel, County Treasurer

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

September Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

5th

day of

September

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve and extension of the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and Jeff Schnieders Construction Company, Inc.

The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 5<sup>th</sup> day of September 2024.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**STORMWATER EROSION AND SEDIMENT CONTROL SECURITY  
EXTENSION AGREEMENT**

THIS AGREEMENT, effective September 19, 2024, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" Jeff Schnieders Construction Company, Inc., a corporation of the County of Boone in the State of Missouri, herein "Contractor" and Harco National Insurance Company, herein "Surety."

WHEREAS, Contractor is conducting a grading project for a fill site, the Oakland Gravel Rd. Fill Site Project, herein "Project"; and

WHEREAS, Surety has issued a Performance Bond to County on behalf of Contractor, dated August 5, 2022, in the amount of \$42,924.42 to secure stormwater improvements associated with the Project; and

WHEREAS, said Performance Bond contemplates that the parties may agree to extend the expiration date of the Performance Bond, which currently expires on August 5, 2024; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Performance Bond to September 19, 2025.


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

1. Harco National Insurance Company. Performance Bond, August 5, 2022, in the amount of \$42,924.42, with an expiration date of August 5, 2024, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the August 5, 2022 Performance Bond such that the new expiration date will be September 19, 2025.
3. All other terms of the Performance Bond and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

**HARCO NATIONAL INSURANCE COMPANY**

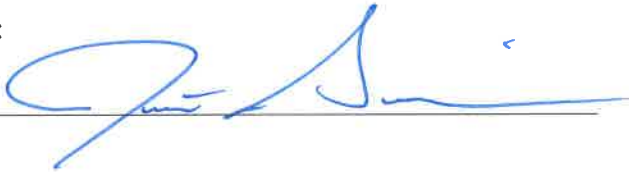
By:



\_\_\_\_\_  
Allison Madrid, Attorney-in-Fact

**JEFF SCHNIEDERS CONSTRUCTION COMPANY, INC.**

By:



ATTEST:



**BOONE COUNTY:**

(Commission Order: 457-2022)

By:



\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

ATTEST:



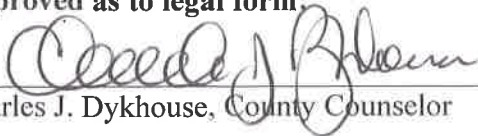
\_\_\_\_\_  
Brianna L. Lennon, County Clerk

**APPROVED BY:**



\_\_\_\_\_  
Bill Florea, Director  
Boone County Resource Management

**Approved as to legal form:**



\_\_\_\_\_  
Charles J. Dykhouse, County Counselor

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0776785

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**ALLISON MADRID, SHANNON BURGESS, CRYSTAL A. YORK, LOUIS A. LANDWEHR**

Jefferson City, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY  
County of Essex

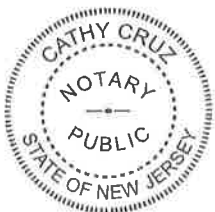
STATE OF ILLINOIS  
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2029

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 19, 2024

A01840

Irene Martins, Assistant Secretary

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

20th

day of

September

20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the extension of the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and J & S Columbia Property, LLC and Jeff Schnieders Construction Company, Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 20th day of September 2022.

ATTEST:



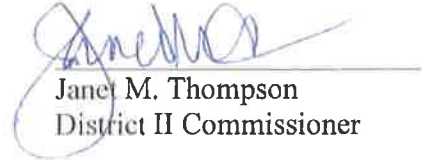
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: August 5, 2022

Developer: J & S Columbia Property, LLC

Address: 1314 Hwy 179

Jefferson City, MO 65109

Development: Oakland Gravel Road Fill Site

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 Oakland Gravel Road Fill Site, 7630 N. Oakland Gravel Rd., Columbia, MO. The SWPPP and ESC was prepared by McClure Engineering on July 8, 2016.
- 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 19<sup>th</sup> day of September 2024, and all such improvements shall pass County inspection as of this date.

**Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer, by and through its Contractor, Jeff Schnieders Construction Company, Inc.

- 4.** Jeff Schnieders Construction Company, Inc., hereby agrees to provide the County with security in the amount of \$42,924.42, 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:

- u Corporate surety bond issued to Boone County, Missouri, in a form acceptable to Boone County.

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 September 19, 2024, 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 September 19, 2024, 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.
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: J & S Columbia Property, LLC

By: 

Printed Name: SHARON SCHNIEDERS

Title: AGENT - OWNER - DEVELOPER

**BOONE COUNTY, MISSOURI:**

Department of Resource Management



Bill Florea, Director Resource Management

County Commission:



Daniel K. Atwill, Presiding Commissioner

Attest:



Brianna Lennon, Boone County Clerk

County Treasurer



Dustin Stanton, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Jeff Schnieders Construction Company, Inc.

as Principal, hereinafter called Contractor, and Harco National Insurance Company

a Corporation, organized under the laws of the State of Illinois

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in the amount of \$42,924.42 Dollars, for the payment whereof Owner and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Owner has procured a Land Disturbance Permit LD 1327 from the County of Boone

Project Name: Oakland Gravel Road Fill Site, 7630 N. Oakland Gravel Rd., Columbia MO 65203

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Owner shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by the Boone County.

Whenever Owner shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is actually completed on the subject site, or by September 19, 2024, whichever is later.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

IN TESTIMONY WHEREOF, the Owner has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at

Jefferson City, Missouri on this 5th day of August, 2022.

Jeff Schnieders Construction Company, Inc.

(Principal)

(SEAL)

BY:



Harco National Insurance Company

(Surety Company)

(SEAL)

BY:



(Allison Madrid, Attorney-in-Fact)

BY:

N/A

(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: Luis Mendiola  
Phone Number: 331-215-5174  
Address: 1560 Wall Street, Suite 207  
Naperville, IL 60563

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0776785

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ALLISON MADRID, KRIS COPRA, DARLA VELTROP, LOUIS A. LANDWEHR

Jefferson City, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-In-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-In-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 5, 2022

A01840

Irene Martins, Assistant Secretary

430 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the 5th day of September 20 24

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

Now on this day, the County Commission of the County of Boone does hereby release Performance Bond issued by Old Republic Surety Company in the amount of \$28,223.84. Said Performance Bond was issued on behalf of Wilson Trailer Company for construction activities and stormwater improvements located at 9051 I-70 Dr. NE, Columbia, MO 65201. The work has been completed as required. The original Commission Order accepting the Performance Bond is 558-2023.

Done this 5<sup>th</sup> day of September 2024.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

1558-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

December Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the

5th

day of December

20 23

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 Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and Wilson Trailer Company.

The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 5<sup>th</sup> day of December 2023.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## **Stormwater Erosion and Sediment Control Security Agreement**

Date: October 24, 2023

Developer/Owner Name: Wilson Trailer Company

Address: P.O. Box 6300  
Sioux City, IA51106

Development: Wilson Trailer Company Site Improvements

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 Resource Management 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 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 8.4 Performance and Guarantee, in the Stormwater 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 Wilson Trailer Company Site Improvements. The SWPPP and ESC was prepared by OWN, Inc. on October 18, 2023.
- 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 18<sup>th</sup> day of October 2025, 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 \$28,223.84, 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:

Corporate surety bond issued to Boone County

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 corporate surety bond 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 October 18, 2025, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Performance Bond can be released to Developer. If no written proof has been provided to the financial institution issuing Performance Bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on October 18, 2025, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Performance Bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond 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: Brent Olson

Printed Name: Brent Olson

Title: CFU

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Bill Florea  
Bill Florea, Director Resource Management

County Commission:

Kip Kendrick  
Kip Kendrick, Presiding Commissioner

Attest:

Brianna L. Lennon  
Brianna L. Lennon, Boone County Clerk

County Treasurer

Jenna Redel  
Jenna Redel, County Treasurer

Approved as to form:

C.J. Dykhouse  
C.J. Dykhouse, County Counselor

**PERFORMANCE BOND**

#7427254

KNOW ALL PERSONS BY THESE PRESENT, that we,

Wilson Trailer Company

as Principal, hereinafter called (Developer,  
Contractor, etc.), and

Old Republic Surety Company

a Corporation, organized under the laws of the State of Wisconsin

and authorized to transact business in the State of Missouri, as Surety, hereinafter called  
Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter  
called Boone County, in the amount of \$ 28,223.84 Dollars, for the  
payment whereof Developer and Surety bind themselves, their heirs, executors, administrators,  
successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Developer has procured a Land Disturbance Permit 1547 from the County of  
Boone

PROJECT NAME: Wilson Trailer Sales Site Improvements  
9051 I-70 Dr. NE  
Columbia, MO 65202

and, as a condition of said Land Disturbance Permit has agreed to comply with the terms of the  
filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans,  
(ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the  
Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of  
which is by reference made a part hereof, and is hereinafter referred to as the Stormwater  
Regulations.

NOW, THEREFORE, THE DONDITION OF THIS OBLIGATION is such that, if Developer shall  
promptly and faithfully perform the project in compliance with said Stormwater Regulations, then  
this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County  
may, in the event of a default, exercise its options herein as against surety to complete any required  
work to comply with the Stormwater Regulations within the time or within the manner as required  
by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by Boone County.

Whenever Developer shall be, and declared by Boone County to be, in default under the  
Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their  
terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the  
Stormwater Regulations in accordance with its terms and conditions, and upon determination  
by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between

such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is completed on the subject site.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

IN TESTIMONY WHEREOF, the Developer has hereunto set his hand and the Surety has caused these present to be executed in tis name, and its corporate seal to be affixed by its Attorney-In-Fact at

Sioux City Iowa on this 13th day of November, 2023

  
\_\_\_\_\_  
Wilson Trailer Company (Developer)

(SEAL)

BY:   
\_\_\_\_\_  
Old Republic Surety Company  
(Surety Company)



BY:   
\_\_\_\_\_  
Lynn A. Mills (Attorney-in-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Kyle Wooten  
Phone Number: 515-221-0349  
Address: 1415 28th Street Suite 420  
West Des Moines, IA 50266



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **LYNN A. MILLS, JOSEPH M. PUETZ, KYLE A. KONOPASEK, CASEY MILLS, DAWN DRAUBE, GERI A. FARLEY, MICHAELA MORGAN** of SIOUX CITY, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of July, 2023

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY

who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2444



Signed and sealed at the City of Brookfield, WI this 13th day of November, 2023

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-08)

MILLS-SHELLHAMMER-PUETZ & ASSOCIATES, INC.

431 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the 5th day of September 20 24

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

Now on this day, the County Commission of the County of Boone does hereby release the Irrevocable Letter of Credit issued by Central Bank of Boone County in the amount of \$32,162.93. Said cash deposit was issued on behalf of Happy Hollow Investments LLC for construction activities and stormwater improvements located at 5150 Meyer Industrial Dr., Columbia, MO 65201. The work has been completed as required. The original Commission Order accepting the letter of credit is 37-2024.

Done this 5<sup>th</sup> day of September 2024.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
PHONE (573) 886-4330 FAX (573) 886-4340

BILL FLOREA, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

August 28, 2024

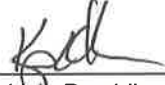
Central Bank of Boone County  
P.O. Box 678  
Columbia, MO 65205  
Jaime Palmer, Vice President

**Re:** Bank Letter of Credit No.: 2939288-0099  
Dated: January 5, 2024  
In Favor of Boone County, Missouri on behalf of Happy Hollow Investments, LLC

Ladies and Gentlemen:

This certificate authorizes reduction in the amount of \$32,162.93 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

BOONE COUNTY, MISSOURI

By:   
Kip Kendrick, Presiding Commissioner

APPROVED BY:

  
Bill Florea, Director, Resource Management

Attest:  
  
Brianna L. Lennon, Boone County Clerk

Commission Order: 431-2024

37 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2024

County of Boone

In the County Commission of said county, on the

23rd

day of

January

20 24

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 Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Happy Hollow Investments, LLC.


The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 23rd day of January 2024.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner



## Stormwater Erosion and Sediment Control Security Agreement

Date: January 3, 2024

Developer/Owner Name: Happy Hollow Investments, LLC  
Address: 801 E. Happy Hollow Rd.  
Columbia, MO 65203

Development: Concorde South Lot 9

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 Resource Management 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 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 8.4 Performance and Guarantee, in the Stormwater 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 Concorde South Lot 9. The SWPPP and ESC was prepared by Crockett Engineering Consultants on November 8, 2023.
- 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 13<sup>th</sup> day of December 2025, 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 \$32,162.93 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:

- U Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of 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 corporate surety bond 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 13, 2025, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Irrevocable Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing Irrevocable Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 13, 2025, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Irrevocable Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond 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: Jared W Taylor

Title: Member

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

 \_\_\_\_\_  
Bill Florea, Director Resource Management

County Commission:

 \_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

Attest:

 \_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

County Treasurer

 \_\_\_\_\_  
Jenna Redel, County Treasurer

Approved as to form:

 \_\_\_\_\_  
C.J. Dykhouse, County Counselor

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

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**The Central Trust Bank  
d/b/a Central Bank of  
Boone County  
720 E Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Vice President**

Re: Bank Letter of Credit No.: 2939288-0099  
Dated: 01/05/2024  
In Favor of Boone County, Missouri on behalf of **Happy Hollow Investments,  
LLC**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Landmark Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 2939288-0099 (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.
- 2.

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.

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: \_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Bill Florea, Director, Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

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

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**The Central Trust Bank  
d/b/a Central Bank of  
Boone County  
720 E Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Vice President**

Re: Bank Letter of Credit No.: 2939288-0099  
Dated: 01/05/2024  
In Favor of Boone County, Missouri on behalf of **Happy Hollow Investments,  
LLC**

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: \_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Bill Florea, Director, Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_



# Central Bank

## IRREVOCABLE LETTER OF CREDIT

NO. 2939288-0099

DATE: January 5, 2024

Amount: \$32,162.93

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 Central Trust Bank d/b/a Central Bank of Boone County for the account of Happy Hollow Investments, LLC, up to an aggregate amount of \$32,162.93, 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 The Central Trust Bank d/b/a Central Bank of Boone County Letter of Credit #2939288-0099 Dated 01/05/2024."

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 13, 2025, provided further that upon such expiration, either at December 13, 2025, 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 The Central Trust Bank d/b/a Central



## Central Bank

Bank of Boone County 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.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: \_\_\_\_\_

  
Jaime Palmer, Vice President

432 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 24


In the County Commission of said county, on the 5th day of September 20 24

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

Now on the day, the County Commission of Boone does hereby express its support for the Columbia Housing Authority's application to the Missouri Housing Development Commission as set out in the attached documentation and authorizes each Commissioner to sign the letter of intent to award ARPA funding attached hereto.


Done this 5<sup>th</sup> day of September 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner





## Boone County Commission

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September 10, 2024

Randy Cole, CEO  
Housing Authority of the City of Columbia, Missouri  
201 Switzler Street  
Columbia, Missouri 65203

RE: Boone County ARPA Funds – Blind Boone Affordable Housing Project

Dear Randy:

This letter is to express the Boone County Commission's intent to award ARPA funds in the amount of **\$350,000** for the Blind Boone Apartments planned low-income housing project. The funding will be provided as a grant to the Columbia Housing Authority. The families eligible for low-income housing provided by the Columbia Housing Authority (CHA) at this project will have earned income at or below 300% of the federal poverty guidelines based on household size and such families have been disproportionately impacted by the effects of the COVID-19 pandemic. This intent is conditioned upon CHA receiving Low-Income Tax Credits from the Missouri Housing Development Commission as contemplated in your communication to the County Commission dated September 3, 2024, and further conditioned on the project being an authorized use of ARPA funds. The ultimate ARPA award will be effectuated via a contract which will be provided to you by the County.

We wish you the best of luck with your grant application and will look to hear from you about Missouri Housing Development Commission's final tax credit decision.

Sincerely,

Kip Kendrick  
Presiding Commissioner

Justin Aldred  
District I Commissioner

Janet M. Thompson  
District II Commissioner