

482-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the

10th

day of

October

2024

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

Now on this day, the County Commission of the County of Boone does hereby approve a standing request to hire above the flexible hiring maximum for position 304, Office Specialist Part-Time Pool, and Position 929, Office Specialist II Part-Time Pool in the Collector's Office for the 2024-2025 tax season. This order authorizes hiring at up to \$16.00 per hour for Position 304, Office Specialist Part-Time Pool, and up to \$20.00 per hour for Position 929, Office Specialist II Part-Time Pool.

Done this 10th day of October 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

483-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the

10th

day of

October

2024

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 annual cooperative agreement with the Village of Hartsburg for road sales tax revenue.

Terms of the agreement are stipulated in the attached document, and it is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 10th day of October 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 ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPROVED APPLICATION-BASED PROJECT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 10th day of October, 2024, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Village of Hartsburg**, a municipal corporation, herein "City".

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

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

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

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

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

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

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Eleven Thousand Five Hundred Fifty-Seven Dollars and Three Cents (\$11,557.03)** as determined by the formula for Year 6 of the 6-year cycle as described in the aforementioned Commission Order

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

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

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 464-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations

imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues,


funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

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

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

BOONE COUNTY

By:



Presiding Commissioner

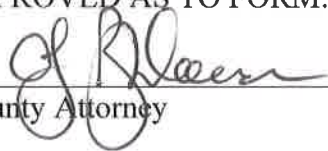
Date: 10/10/2024

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Attorney

Boone County Auditor Certification:

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

Kyle Rieman  10-1-24
County Auditor Date

VILLAGE OF HARTSBURG

By:



Authorized City Representative

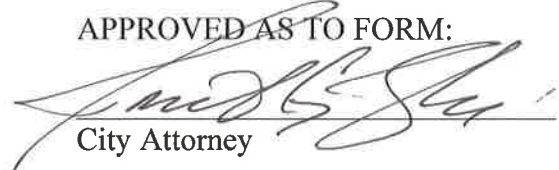
Date: Sept 16, 2024

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CERTIFICATION:

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

Auditor Date

484-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the

10th

day of

October

2024

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 annual cooperative agreement with the City of Sturgeon for road sales tax revenue.

Terms of the agreement are stipulated in the attached document, and it is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 10th day of October 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 ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 10th day of October, 2024, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Sturgeon**, a municipal corporation, herein "City".

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

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

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

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

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

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

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Forty-Two Thousand Seven Hundred Sixty-One Dollars and Three Cents (\$42,761.03)** as determined by the formula for Year 6 of the 6-year cycle as described in Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

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

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 469-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and

the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law.

Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

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

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

BOONE COUNTY

By:



Presiding Commissioner

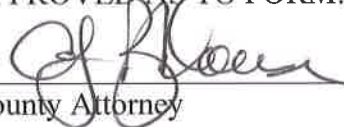
Date: 10/10/2024

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Attorney

Boone County Auditor Certification:

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

Kyle Riemann 10-1-24
County Auditor Date

CITY OF STURGEON

By:



Authorized City Representative

Date: 9/23/2024

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CERTIFICATION:

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

Auditor D.

485 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

October Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

10th

day of

October

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 agreement with Allstate Consultants for Geotechnical Engineering Services on multiple County Roads.

Terms of the agreement are stipulated in the attached document, and it is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 10th day of October 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

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 10 day of September/October 2024, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Allstate Consultants, 3312 Lemone Industrial Blvd, Columbia, MO 65201

Project/Work Description: Geotechnical Engineering Services on Sugar Creek Road, Smith Hatchery Road, Bonne Femme Church Road & Ridge Road.

Proposal Description: 32 borings and 17 subgrade soil samples, along with associated reports as listed in the attached Request for Proposal, on the four roads listed above and in the RFP.

Modifications to Proposal: Fees and expenses shall not exceed \$16,200 for all stated work, as recapped in the project description section of the proposal from Allstate, updating the named roads to those listed above, without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ALLSTATE CONSULTANTS

By [Signature]

Title VP

Dated: 10/11/2024

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 10/10/2024

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Resource Management Director

Certification:

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

[Signature]
Auditor

Date
10-3-24

REQUEST FOR PROPOSAL – SITE INVESTIGATION SERVICES

**Project: Bonne Femme Church Rd., Smith Hatchery Rd., Sugar Creek Dr., & Ridge Rd.
Boring & Testing**

The Boone County Resource Management Department (BCRM) plans to perform work on several miles of gravel roads within the County.

BCRM is seeking to better understand existing subgrade conditions, gravel thicknesses, and other geotechnical qualities of these roads to aid in making project decisions.

SCOPE OF WORK

The consultant shall provide the necessary services, including but not limited to:

1. Provide the County with an itemized cost estimate with a final Not-to-Exceed total cost for the following proposed work. Wages and costs for mobilization, testing, and report creation found in the estimate shall be consistent with the wages and costs submitted to the County as part of the 2024 Consultant Services Agreement.
2. The Consultant shall be responsible for marking boring locations and contacting Missouri One Call prior any drilling.
3. The Consultant shall be responsible for supplying and installing traffic control signage or devices required for the work.
4. The County wishes work to commence as soon as practical. Consultant shall provide their proposal not later than September 17, 2024. The County anticipates awarding and issuing a Notice to Proceed by September 25, 2024. The County would like the final report submitted no later than December 2, 2024, if possible. If not possible, the Consultant shall submit their anticipated completion date.
5. Award will be given based on value to the County. Value may include, but is not limited to, cost, items in proposal, consultant's experience, and time needed to complete work.
6. Consultant shall make one (1) bore hole into the existing gravel road at the approximate locations as shown on the attached maps. Bores shall be taken in the approximate middle of a driving lane. Depth of bores shall be roughly 5' or auger refusal. The bore locations shall alternate between the two driving lanes. The Consultant shall be responsible for refilling all bore holes with spoils and/or gravely material. The total number of bores is as follows:
 - a. Bonne Femme Church Rd. = 10 Bores
 - b. Smith Hatchery Rd. = 11 Bores
 - c. Sugar Creek Dr. = 4 Bores

d. Ridge Rd. = 7 Bores
Total = 32 Bores

7. For all borings, the Consultant shall classify (USCS) soils encountered and thicknesses of the soil strata. The thickness of the gravel road section will be important and shall be recorded.
8. For every other bore, the Consultant shall take subgrade soil samples using thin wall tubes within approximately 12" from the bottom of the gravel road layer. Soil samples shall be taken back to the lab and tested to better understand subgrade conditions. Lab tests are at the discretion of the consultant but may include, but are not limited to, water content, Atterberg Limits, Unconfined Compression (lab and/or pocket penetrometer). Consultant shall take the findings from testing and provide the County with an estimated range of California Bearing Ratio (CBR) values for the subgrade at each bore site, as well as a recommended CBR design value for the road.

Number of Bores Requiring Subgrade Sampling

- a. Bonne Femme Church Rd. = 5 Bores (TB-9 shall be tested)
 - b. Smith Hatchery = 6 Bores
 - c. Sugar Creek Dr. = 2 Bores
 - d. Ridge Rd. = 4 Bores
- Total = 17 Bores

9. Upon conclusion of all testing the consultant shall furnish to the County a written report containing, but not limited to, the following:
 - a. Boring logs and results from all subgrade testing
 - b. Estimated CBR ranges for each bore hole and a recommended subgrade CBR value for the road.

Questions regarding the contents of the Request for Proposal should be directed to:

Micah Taylor, P.E.
Boone County Resource Management
Engineering Division
(573) 886-4480
mtaylor@boonecountymo.org





State Hwy 63

Tom Bass Rd.

TB-10

TB-9

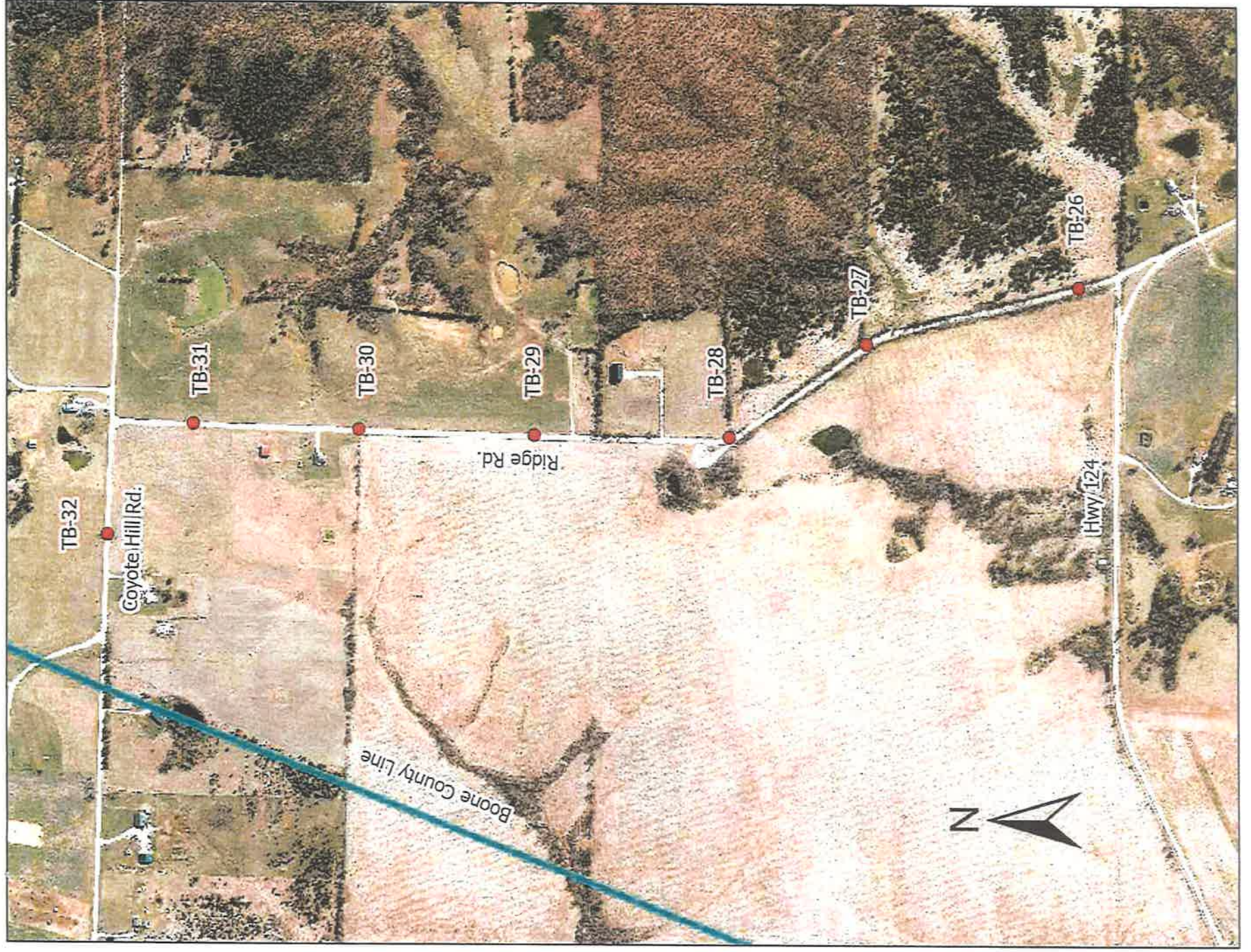
Bonne Femme Church Rd.

Access Testing Bore 9 (TB-9) via gravel entrance and gate

TB-9 will be marked in the field with stake and flagging prior to work







Engineering Our Community



September 16, 2024

Boone County Resource Management
Roger B. Wilson Boone County Government Center
801 East Walnut, Room 315
Columbia, Missouri 65201

ATTN: Mr. Micah Taylor, P. E.
Engineering Division

RE: Proposal for Geotechnical Engineering Services
Sugar Creek, Smith Hatchery Road & Bonne Femme Creek Road
Boone County, Missouri
Proposal Number 24000.1

Dear Mr. Taylor:

Allstate Consultants, LLC is pleased to submit our proposal to provide geotechnical engineering services for a Full Depth Reclamation (FDR) project tentatively planned on sections of Sugar Creek, Smith Hatchery Road, Bonne Femme Creek Road and Ridge Road in Boone County.

PROJECT DESCRIPTION

We understand portions of Sugar Creek, Smith Hatchery Road & Bonne Femme Creek Road sections of East Calvin Drive and East Cedar Tree Lane tentatively proposed for improvement using Full Depth Reclamation.

SCOPE OF GEOTECHNICAL ENGINEERING SERVICES

General Scope of Services – Our scope of services generally includes the following:

- Site assessment using shallow test borings along roadway alignment
- Selection of a representative area for further sampling and testing
- Depth of the existing base rock thickness

**Proposal For Geotechnical Engineering Services
Bonne Femme Church, Smith Hatchery, Sugar Creek and Ridge Roads
Boone County, Missouri
Proposal No. 24000.1**

Site Assessment – We have planned an initial subsurface exploration using shallow test borings to assist in evaluating the existing gravel roadway thickness and composition and the supporting soil subgrade conditions at the project site. As suggested, we plan to perform Thirty-two (32) shallow borings along the roadway alignments. Bonne Femme Church Road consists of ten (10) roadway borings, Smith Hatchery Road with eleven (11) borings, Sugar Creek Drive with four (4) borings and lastly Ridge Road with seven (7) borings. Of the thirty two (32) borings, seventeen (17) will be laboratory tested. Pavement borings are expected to extend to depths of 5 feet.

Soil samples will be obtained using thin-walled tubes, where the gravel content allows, and split barrel samplers at close intervals in the borings. A geotechnical engineer will be on site throughout exploration to supervise drilling and sampling and to observe the recovered soil samples and log the borings.

After the test borings have been completed and basic soil index tests, including water content, density, strength, plasticity, and classification, have been performed, an Allstate geotechnical engineer will develop boring logs, evaluate the field and laboratory test data.

Geotechnical Engineering Letter Report - Following completion of the field exploration and laboratory mix design testing programs, subsurface conditions will be evaluated, the laboratory mix design test data will be analyzed and an engineering report will be prepared by one of our registered professional engineers specializing in geotechnical engineering. The engineering letter report will provide a project description, a summary of the field exploration and laboratory testing procedures, logs of the borings and laboratory test results.

Location of Existing Site Utilities Prior to Exploration - During preparation for field exploration, we will contact Missouri One Call and other local utility companies to assist in locating existing site utilities. We may be required to meet the utility company representatives at the site to show them where we plan to drill the borings.

Site Access and Boring Layout - This proposal was developed based on our crews having the right to enter the site and the boring locations being readily accessible to a truck mounted drilling rig. Our crews will exercise care while on site. We have not included any costs for site restoration in our estimate, but we will be as careful as possible while on site and will backfill the boreholes with auger cuttings after the borings are completed. Our proposal is based on the borings being laid out by Allstate Consultants.

Schedule - We can begin preliminary planning and scheduling of field exploration within the next few weeks and can begin field work within two weeks after receiving your authorization to proceed. We can schedule exploration based on your verbal approval but should still receive your written acceptance of this proposal before we begin work. We will keep you apprised of our progress

**Proposal For Geotechnical Engineering Services
Bonne Femme Church, Smith Hatchery, Sugar Creek and Ridge Roads
Boone County, Missouri
Proposal No. 24000.1**

and preliminary findings during exploration and laboratory testing and will call to provide preliminary verbal recommendations during preparation of our engineering report. Our completed geotechnical engineering report will be submitted within approximately 1 month.

Fees and Conditions - Allstate Consultants, LLC agrees to perform the subsurface exploration, laboratory testing and geotechnical engineering services described in this proposal in accordance with the attached schedule of fees and estimate. Based on the anticipated and described scope of work, our fee will not exceed **\$16,200.00**. The billing for our services will be directed to Mr. Micah Taylor, P. E. of Boone County Resource Management.

This proposal was prepared for the exclusive use of the client for the specific project described herein and has been prepared in accordance with generally accepted geotechnical engineering practices within the limits of the client's proposal request. Our attached Terms and Conditions are considered a part of this proposal and will be incorporated by reference into our agreement.

You may execute this agreement by signing and dating this proposal in the spaces provided below and returning one copy to our office. If you have any questions or comments, please give us a call.

Sincerely,

Allstate Consultants



Brian W. Robben, P.E, R.G.
Geotechnical Manager

PROPOSAL ACCEPTED BY:

CLIENT'S FIRM NAME (PLEASE PRINT)

BY: (AUTHORIZED SIGNATURE)

(PLEASE PRINT SIGNATURE)

DATE

ADDENDUM A – STANDARD TERMS AND CONDITIONS

Scope of Service: The Client (you) and the Consultant (Allstate Consultants LLC) have agreed to a list of services the Consultant will provide to the Client as set forth in this agreement. The Consultant shall provide Additional Services if requested or directed by the Client. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client on an Hourly Rate basis, in accordance with the Consultant's prevailing fee schedule, as provided below. Any services not set forth in this agreement are specifically excluded and Consultant assumes no responsibility for those services. Directing the Consultant to proceed with services is an acceptance of this proposal.

Fee: A *Fixed fee*, if stated, shall constitute the total compensation due.
 A *Percentage fee*, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the firm.
 An *Estimated fee*, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.
 A *Not-To-Exceed fee*, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.
 An *Hourly fee*, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.
Hourly Rate: Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

PRINCIPAL.....	\$225.00
ENGINEER III.....	\$185.00
ENGINEER II.....	\$175.00
ENGINEER I.....	\$155.00
WATER QUALITY SCIENTIST III.....	\$175.00
WATER QUALITY SCIENTIST II.....	\$145.00
WATER QUALITY SCIENTIST I.....	\$95.00
PROJECT SCIENTIST III.....	\$170.00
INVESTIGATIVE ENGINEER III.....	\$275.00
INVESTIGATIVE ENGINEER II.....	\$245.00
INVESTIGATIVE ENGINEER I.....	\$215.00
TECHNICIAN VI/SURVEYOR III.....	\$165.00
TECHNICIAN V/SURVEYOR II.....	\$155.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$135.00
TECHNICIAN III/PROJECT MANAGER I/GIS.....	\$115.00
TECHNICIAN II.....	\$95.00
TECHNICIAN I.....	\$70.00
TECHNICIAN.....	\$50.00
CREW (1 MAN).....	\$165.00
CREW (2 MEN).....	\$205.00
CREW (3 MEN).....	\$230.00
INVESTIGATOR IV.....	\$165.00
INVESTIGATOR III.....	\$150.00
INVESTIGATOR II.....	\$120.00
INVESTIGATOR I.....	\$95.00
EXPERT TESTIMONY II.....	\$450.00
EXPERT TESTIMONY I.....	\$285.00
DRILL RIG CREW (2 MEN).....	\$190.00
DRILL RIG CREW WITH GROUTER (2 MEN).....	\$215.00
GPS RECEIVERS/DRONE (PER UNIT) PER DAY.....	\$190.00
TRAFFIC COUNTERS (PER UNIT) PER DAY.....	\$215.00
ATV (PER UNIT) PER DAY.....	\$155.00
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

Annual Rate Increase: Rates may be adjusted annually or periodically. Adjusted rates will be incorporated and billed into applicable agreements and contracts.

Reimbursable Expenses: The Client shall reimburse the Consultant for direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, meals, lodging, and other miscellaneous expenses.

Billing/Payments: Statements for the Consultant's services shall be submitted on a monthly basis and at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Consultants may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Consultants shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.

Retainer: A retainer or advance deposit may be required for the amount stated in this Agreement. If required, the Client shall pay the Consultants prior to our commencement of services. The client has agreed to pay our monthly invoices on a current basis and the retainer shall be applied to the outstanding balance upon the conclusion of our services or, at our option, to satisfy delinquent monthly statements. We reserve the right to request further reasonable deposits if the initial payment is used to satisfy prior invoices. Any unused portion of the deposit will be refunded at the conclusion of the services.

Termination of Services: The Agreement may be terminated by the Client or the Consultant after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

Code Compliance: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Scope of Service provisions of this Agreement.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Construction Observation: The Consultant may visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

Presence of Hazardous Materials: The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, existing plans/specifications, existing geotechnical reports, and instructions required by this Agreement. The Consultant may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Ownership of Instruments of Service: The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

Timeliness of Performance: The Client and Consultant are aware that many factors outside the Consultant's control may affect the time to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

COST ESTIMATE FOR GEOTECHNICAL SERVICES - September 12, 2024

Bonne Femme, Smith Hatchery, Sugar Creek and Ridge Roads

FIELD EXPLORATION USING SHALLOW TEST BORINGS

PERFORM THIRTY TWO (32) SHALLOW TEST BORINGS ALONG BONNE FEMME, SMITH HATCHERY, SUGAR CREEK & Ridge
 EXTEND BORINGS TO DEPTHS OF 6 FEET OR AUGER REFUSAL, WHICH EVER OCCURS FIRST.
 OBTAIN UNDISTURBED THIN-WALLED TUBE SAMPLES OF SUBGRADE SOILS FOR ONE (1) HOLE AT EACH LOCATION.
 TRAFFIC CONTROL BY ALLSTATE CONSULTANTS.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
MOBILIZATION	HOURLY	6	\$160	\$960
SOIL DRILLING AND SAMPLING	HOURLY	20	\$240	\$4,800
ENGINEERING SUPERVISION	HOURLY	4	\$185	\$740
GEOTECHNICAL ENGINEER	HOURLY	12	\$155	\$1,860
TRAFFIC CONTROL	LUMP SUM	4	\$550	\$2,200
FIELD EXPLORATION SUBTOTAL				\$10,560

BASIC LABORATORY TESTING ON SAMPLES FROM TEST BORINGS

PERFORM LABORATORY SOIL CLASSIFICATION AND SHEAR STRENGTH TESTS INCLUDING ATTERBERG
 LIMITS, WATER CONTENT, DENSITY AND UNCONFINED COMPRESSIVE STRENGTH ON THIRTY TWO (32)
 SAMPLES. SUPERVISION BY REGISTERED ENGINEER/GEOLOGIST.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
WATER CONTENT TESTS	EACH	34	\$10	\$340
DRY DENSITY DETERMINATIONS	EACH	17	\$18	\$306
UNCONFINED COMPRESSION	EACH	17	\$75	\$1,275
ATTERBERG LIMITS	EACH	8	\$120	\$960
SAMPLE PREPARATION	HOURLY	8	\$80	\$640
REPORTS	HOURLY	1	\$100	\$100
BASIC LABORATORY TESTING SUBTOTAL				\$3,341

GEOTECHNICAL ENGINEERING AND REPORT

PREPARE TEST BORING LOGS & TEST REPORTS.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT FEE</u>	<u>TOTAL</u>
ENGINEER III	HOURLY	2	\$185	\$370
ENGINEER I	HOURLY	10	\$155	\$1,550
ENGINEERING/REPORT SUBTOTAL				\$1,920

TOTAL ESTIMATED FEE \$15,821

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STATE OF MISSOURI

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October Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 10th day of October 2024

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 Extension Agreement No. 2 for the \$31,496.25 Irrevocable Letter of Credit between Boone County and D & D Investments LLC for Willow Creek Plat 1.

Terms of the agreement are stipulated in the attached Extension Agreement No. 2. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 10th day of October 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

EXTENSION AGREEMENT NO. 2

\$31,496.25 IRREVOCABLE LETTER OF CREDIT – WILLOW CREEK PLAT 1

THIS AGREEMENT, effective **November 1, 2024**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and **D & D Investments of Columbia LLC**, herein “Developer.”

WHEREAS, Developer is constructing a **residential subdivision, Willow Creek Plat 1**, herein “Project”; and

WHEREAS, **First State Community Bank**, herein “Bank”, has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **June 16, 2022**, in the amount of **\$31,496.25**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2024**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2025**.

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

1. Commission Order #**281-2022** and the Permanent Stormwater Management BMP Security Agreement dated **June 7, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **\$31,496.25**, with an expiration date of **November 1, 2023**, is attached hereto and incorporated herein by reference.
2. Commission Order #**478-2023** and the Extension Agreement No. 1 dated **November 1, 2023**, approving extension of the Letter of Credit to **November 1, 2024**, is attached hereto and incorporated herein by reference.
3. The parties mutually agree to extend the **November 1, 2024** Letter of Credit such that the new expiration date will be **November 1, 2025**.
4. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **June 7, 2022**, and attachments thereto shall remain unchanged and in full effect.
5. 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.

BANK:

First State Community Bank

By: 

Printed Name: John Findley

Title: Senior Vice President - FSCB

DEVELOPER/OWNER:

D & D Investments of Columbia LLC

By: 

Printed Name: David M. Brooks

Title: MEMBER

BOONE COUNTY:

County Commission:

By: 

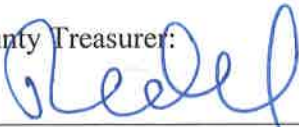
Kip Kendrick, Presiding Commissioner

Attest:



Brianna L. Lennon, County Clerk

County Treasurer:



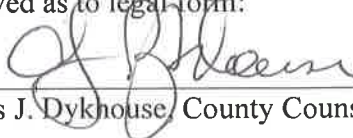
Jenna Redel, County Treasurer

Approved By:



Bill Florea, Director Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

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October Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 10th day of October 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 Extension Agreement No. 2 for the \$33,300.00 Irrevocable Letter of Credit between Boone County and D & D Investments LLC for Willow Creek Plat 2.

Terms of the agreement are stipulated in the attached Extension Agreement No. 2. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 10th day of October 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

EXTENSION AGREEMENT NO. 2

\$33,300.00 IRREVOCABLE LETTER OF CREDIT – WILLOW CREEK PLAT 2

THIS AGREEMENT, effective **November 1, 2024**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and **D & D Investments of Columbia LLC**, herein “Developer.”

WHEREAS, Developer is constructing a **residential subdivision, Willow Creek Plat 2**, herein “Project”; and

WHEREAS, **First State Community Bank**, herein “Bank”, has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **August 9, 2022**, in the amount of **\$33,300.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2024**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2025**.

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

1. Commission Order #**428-2022** and the Permanent Stormwater Management BMP Security Agreement dated **July 19, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **\$33,300.00**, with an expiration date of **November 1, 2023**, is attached hereto and incorporated herein by reference.
2. Commission Order #**479-2023** and the Extension Agreement No. 1 dated **November 1, 2023**, approving extension of the Letter of Credit to **November 1, 2024**, is attached hereto and incorporated herein by reference.
3. The parties mutually agree to extend the **November 1, 2022** Letter of Credit such that the new expiration date will be **November 1, 2025**.
4. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **July 19, 2022**, and attachments thereto shall remain unchanged and in full effect.
5. 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.

BANK:

First State Community Bank

By: 

Printed Name: John Findley

Title: Senior Vice President - FSCB

DEVELOPER/OWNER:

D & D Investments of Columbia LLC

By: 

Printed Name: Pamela M. Brooks

Title: Member

BOONE COUNTY:

County Commission:

By: 

Kip Kendrick, Presiding Commissioner

Attest:


Brianna L. Lennon, County Clerk

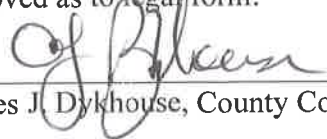
County Treasurer:


Jenna Redel, County Treasurer

Approved By:


Bill Florea, Director Boone County Resource Management

Approved as to legal form:


Charles J. Dykhouse, County Counselor

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October Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

10th

day of October

2024


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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Jessica Kempf	Board of Equalization	Reappointment	Term 4 Years	Period September 30, 2024 through September 30, 2028
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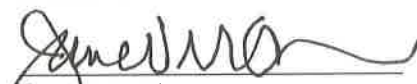
Done this 10th day of October 2024.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Kip Kendrick, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Equalization

Name: Jessica Kempf

Home Address: 10075 W Sinking Creek Rd

City: Rocheport **Zip Code:** 65279

Business Address: 3700 Monterey Dr

City: Columbia **Zip Code:** 65203

At which address would you prefer to be contacted?

E-mail: jessica@weichertft.com

Phone (Home): _____ **Phone (Work):** _____ **Phone (Cell):** (573)673-5152

Fax: _____

Qualifications:

Served over 10 years on the BOE. Realtor in Boone County for 18 years. Sales Manager for Weichert Realtors from 2017- 2024. Property management experience as well.

Past Community Service:

Boone County Fair Board Secretary 2022-2024 Columbia Board of Realtors - served as President in 2013, and numerous leadership positions. Missouri Assoc of Realtors-serve on several committees Serve as Missions Chair of Midway Locust Grove Church

References:

Rob Smith, 573-424-5938 Jay Wilson, 573-268-6949 Shelley Loesing, 573-268-7674

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

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October Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 10th day of October 20 24

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Dave Weber	Building Code Commission	Reappointment	Term 2 Years	Period September 30, 2024 through September 30, 2026
------------	--------------------------	---------------	-----------------	---------------------------------------------------------

Done this 10th day of October 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

Jane M. Thompson
 Jane M. Thompson
 District II Commissioner

Kip Kendrick, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission

Name: Dave Weber

Home Address: 2804 Wild Plum Court

City: Columbia **Zip Code:** 65201

Business Address: 3312 LeMone Ind Blvd

City: Columbia **Zip Code:** 65201

At which address would you prefer to be contacted?

E-mail: dweber@allstate75.com

Phone (Home): _____ **Phone (Work):** (573)875-8799 **Phone (Cell):** (573)999-5545

Fax: (573)875-8850

Qualifications:

I have been a practicing Professional Structural / Civil Engineer since 1998.

Past Community Service:

Columbia, MO BCCC since 1997; MO SEMA SAVE Coalition volunteer and board member since 2003; FEMA US&R Missouri Task Force One Structures Specialist since 1998; FEMA US&R White IST Structures Specialist since 2007; FEMA US&R Structures Sub-Group since 2018 (Leader since 2024); Boone Co Building Code Commission since 2020

References:

Chad Sayre, Allstate Consultants LLC, 573.875.8799 Shane Creech, City of Columbia Public Works, 573.874.7239

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

490-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 10th day of October 20 24

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Randal Trecha	Planning & Zoning Commission	Reappointment	Term 4 Years	Period September 30, 2024 through September 30, 2028
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Done this 10th day of October 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

Kip Kendrick, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning & Zoning Commission

Name: Randal Trecha

Home Address: 7325 E South Shore Dr.

City: Hartsburg **Zip Code:** 65039

Business Address: _____

City: _____ **Zip Code:** _____

At which address would you prefer to be contacted?

E-mail: trecharandal@aol.com

Phone (Home): _____ **Phone (Work):** _____ **Phone (Cell):** _____

Fax: _____

Qualifications:

Member, Boone County Planning and Zoning Commission

Past Community Service:

References:

Dr. James Eckenrode M.D. Veronica Marian, Lake Champetra Home Owners Association President Brian Treece

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

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October Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 10th day of October 20 24


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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:


Harry Feirman	Board of Health	Reappointment	Term 3 Years	Period September 30, 2024 through September 30, 2027
---------------	-----------------	---------------	-----------------	---------------------------------------------------------------

Done this 10th day of October 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

Kip Kendrick, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner



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Columbia, MO 65201
573-886-4307 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Health Term: Beginning 9/24

Current Township: Katy Today's Date: August 7 2024

Name: Harry Feirman

Home Address: 7301 North Boothe Ln

City: Rocheport Zip Code: 65279

Business Address: Not applicable

City: _____ Zip Code: _____

Home Phone: 573-289-6199 Work Phone: _____

Fax: _____ E-mail: HARRYFEIRMAN@GMAIL.COM

Qualifications: PhD in Community Systems Planning and Development (concentration in health), M.S.

Community Development, Worked 20 years for World Health Organization (health planner at country level
WHO regional and HQ levels , coordinator unit responsible for WHO global program budget. Pre WHO health
planning/management consultant World Bank, African Development Bank, USAID, UNICEF, Egyptian Government.

Upon retirement, consulted for WHO at HQ, SouthEast Asian, and African regional offices.

Past Community Service: 2008 - current Board of Health member, 13-16 Member Boone County Public Administrator's Mental Health Advisory Board, 14-16 member Advisory Committee Boone County Public Adminstrator's Fund for Client Health Care Needs, 13-current Red Cross Disaster Service Volunteer (Transportation Manager, Central Missouri Chapter Logistics Coordinator) 23-current Red Cross National Transportation Lead, 18-20 CLAIM State Health Insurance Assistance Program Volunteer

References: Stephanie Browning, Director Columbia/Boone County Department of Public Health and Human Services

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492 -2024

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STATE OF MISSOURI

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October Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 10th day of October 20 24

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

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Tom Rose	Board of Health	Appointment	Term Partial	Period September 30, 2024 through November 30, 2024
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Done this 10th day of October 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

Past Community Service:

Please see attachment

References:

Stephanie Browning; others upon request

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

Claire Lower

From: Janet Thompson
Sent: Tuesday, October 8, 2024 11:36 AM
To: Claire Lower
Subject: FW: BOH and Vicious Dog Advisory Committee Vacancy

From: Stephanie Browning <Stephanie.Browning@como.gov>
Sent: Tuesday, September 10, 2024 8:30 AM
To: Janet Thompson <JThompson@boonecountymo.org>
Cc: Justin Aldred <JAldred@boonecountymo.org>; Kip Kendrick <KKendrick@boonecountymo.org>; BOCOMORRecord <bocomorecord@boonecountymo.org>; Rebecca A Roesslet <Rebecca.Roesslet@como.gov>
Subject: Re: BOH and Vicious Dog Advisory Committee Vacancy

CAUTION: This email originated outside of boonecountymo.org. ONLY use links and attachments which are familiar.

I just spoke with Tom Rose. He is willing to be on the Board of Health again. Can you let me know when applications are being accepted, process, etc? I don't know if his email address has changed. What I have for him is tomrose@centurytel.net. His work phone number is 573-449-3791.

I am so relieved he is interested! Have a great day.

Stephanie

On Tue, Sep 10, 2024 at 4:37 AM Janet Thompson <JThompson@boonecountymo.org> wrote:

Filling Beth's shoes will be especially difficult. She has been such an asset and a gift to the community. Let's hope Tom might be willing to help out. I wonder if someone at the Vet School would be willing?
Sent from my iPhone

On Sep 9, 2024, at 8:20 PM, Stephanie Browning <Stephanie.Browning@como.gov> wrote:

CAUTION: This email originated outside of boonecountymo.org. ONLY use links and attachments which are familiar.

Good evening all,

--

Stephanie Browning
she/her/hers
Director
Columbia/Boone County Public Health and Human Services
1005 West Worley, Columbia, MO 65203
573-874-7781
email

Service | Communication | Continuous Improvement | Integrity | Teamwork | Stewardship

 Please consider the environment before printing this e-mail. (a.k.a. don't print this email)

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