

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

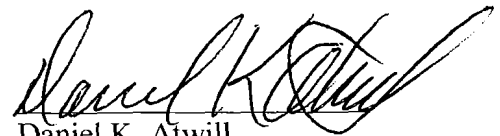
Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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


Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5903 N. Teresa Drive (parcel # 12-415-20-01 009.00 01).

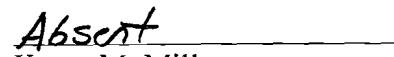
Done this 15th day of November, 2011.



Daniel K. Atwill
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	November Session
5903 N. Teresa Drive	)	October Adjourned
Columbia, MO 65202	)	Term 2011
	)	Commission Order No. <u>453-2011</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 15th day of November 2011, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high
4. The location of the public nuisance is as follows: 5903 N. Teresa Drive, a/k/a parcel# 12-415-20-01-009.00 01, Section 20, Township 49, Range 12 as shown in deed book 3004 page 0069, Boone County
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 6th day of October 2011, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

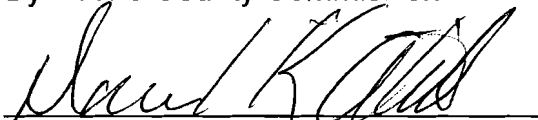
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.


WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

TAKEN 10/26/11 @ ~ 10:45 AM
5903 N. TERESA DRIVE



Daniel and Nicole Fisher/Bank of America
5903 N. Teresa Drive - weeds violation
TIMELINE

- 9/13/11: citizen complaint received
- 9/15/11: initial inspection conducted
- 9/15/11: certified notice of violation sent to owner and lien holder
- 9/19/11: lien holder signed for notice
- 10/6/11: owner signed for notice – called HD to inform of bankruptcy/foreclosure
- 10/26/11: reinspection conducted – violation not abated - pictures taken at ~ 10:45 am
- 10/31/11: hearing notice sent



HEARING NOTICE

Daniel & Nicole Fisher
229 Cedar Court
Great Fall, MT 59405

An inspection of the property you own located at 5903 Teresa Drive (parcel # 12-415-20-02-009.00 01) was conducted on September 15, 2011 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.75.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, November 15, 2011 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 31 day of October 2011 by DN.



HEARING NOTICE

Bank of America
1201 Main Street
7th Floor
Dallas, TX 75202

An inspection of the property you hold a lien on located at 5903 Teresa Drive (parcel # 12-415-20-02-009.00 01) was conducted on September 15, 2011 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.75.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, November 15, 2011 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 31 day of October 2011 by DS

CITY OF COLUMBIA
Add Call Information

9/13/11
09:45:16

5058 COMB City of Columbia

City . . . :
Type information, press Enter.

Contact name . . . :
Contact ID (F4) . . . : 154830
Call type (F4) . . . : CE2
Customer ID :
Location ID :

Call from phone Home Phone Alt/Cell Phone Work Phone Ext. Fax Phone

Comments

6003 TERESA DRIVE-WEEDS IN BACKYARD VERY HIGH.
ACCESS PERMITTED TO VIEW FROM 6001 TERESA DRIVE

More...

F3=Exit F4=Prompt F5=Meter inventory F7=Contact inquiry
F8=Customer master F9=Location/customer entry F24=More keys

FYI -
Teresa Voeller wants
to be ANONYMOUS
but if you need to
contact her she
can be reached
@ 819-3233.
(I gave this to
Kris also) KC

9/15:
6007: weeds
6003: weeds
5903: weeds



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Daniel & Nicole Fisher
229 Cedar Court
Great Fall, MT 59405

An inspection of the property you own located at 5903 N. Teresa Drive (parcel # 12-415-20-01-009.00 01) was conducted on September 15, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 15 day of September 2011 by PN

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com

7011 1150 0000 8664 8406

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	5.59
Total Postage & Fees	\$

OFFICIAL POST

SEP 15 2011
Postmark Here

Sent
To: Daniel & Nicole Fisher
Street or P.O. Box: 229 Cedar Court
City: Great Fall, MT 59405

PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Daniel & Nicole Fisher
229 Cedar Court
Great Fall, MT 59405

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Nicole Fisher Agent
 Addressee

B. Received by (Printed Name)
Nicole Fisher

C. Date of Delivery
10-6-11

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No
 5917 Nectarine Ct
 Great Falls, MT 59405

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7011 1150 0000 8664 8406

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$ _____
 Certified Fee _____
 Return Receipt Fee (Endorsement Required) _____
 Restricted Delivery Fee (Endorsement Required) _____
 Total *5.25*

Sent: Bank Of America
 Street: 1201 Main Street
 or PC 7th Floor
 City: Dallas, TX 75202

7011 1150 0000 8664 8345

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bank Of America
 1201 Main Street
 7th Floor
 Dallas, TX 75202

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* Agent Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *9-19-11*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7011 1150 0000 8664 8345**

Parcel 12-415-20-01-009.00 01

Property Location 5903 N TERESA DR

City Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)
Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner FISHER DANIEL & NICOLE
Address 229 CEDAR ST
City, State Zip GREAT FALL, MT 59405

Subdivision Plat Book/Page 0009 0007
Section/Township/Range 20 49 12

Legal Description GREGORY HEIGHTS #2
LOT 58
Lot Size 75 x 130

Deed Book/Page 3004 0069 2919 0113 1214 0797

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	14,300	39,300	53,600	RI	2,717	7,467	10,184
Totals	14,300	39,300	53,600	Totals	2,717	7,467	10,184

Previous Year's Tax
Year 2011 Amount \$623.45

Residence Description

Year Built 1972
Use SINGLE FAMILY (101)

Basement	CRAWL SPACE (2)	Attic	NONE (1)
Bedrooms	3	Main Area	960
Full Bath	1	Finished Basement Area	0
Half Bath	0		
Total Rooms	5	Total Square Feet	960

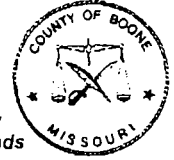
Boone County, Missouri
Unofficial Deed



Recorded in Boone County, Missouri
Date and Time 08/17/2006 at 08:36:49 AM
Instrument # 2006022711 Book 3004 Page 69
Grantor WORTHLEY, ROSEMARY A
Grantee FISHER, DANIEL

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



-----[Space Above This Line For and Recording Data]-----

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 16 of August, 2006, by and between:

ROSEMARY A. WORTHLEY and DONALD WORTHLEY, WIFE AND HUSBAND, parties of the first part, of Boone County, State of Missouri, grantor(s), and **DANIEL FISHER and NICOLE FISHER, HUSBAND AND WIFE**, parties of the second part, of BOONE County, State of Missouri, grantee(s).

Grantee's mailing address is: 5903 Teresa Columbia MO 65203

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, and State of Missouri, to wit:

Lot Fifty-Eight (58) of GREGORY HEIGHTS SUBDIVISION ADDITION NUMBER 2 as shown by the plat recorded in Plat Book 9, Page 7, Records of Boone County, Missouri.

Subject to Easements and Restrictions of record.

Property Address (if known): 5903 TERESA, COLUMBIA, MO 65203
Tax ID # (if known):
File No. C0608016

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part

Boone County, Missouri BOONE COUNTY MO AUG 17 2006
Unofficial Document

forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

By: Rosemary A Worthley
ROSEMARY A WORTHLEY

By: Donald Worthley
DONALD WORTHLEY

By: _____

By: _____

STATE OF MISSOURI)
COUNTY OF Boone) ss.

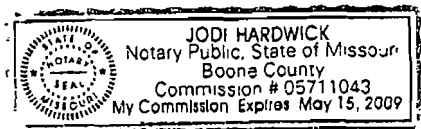
On this 11 day of August, 2006, before me personally appeared ROSEMARY A. WORTHLEY and DONALD WORTHLEY, WIFE AND HUSBAND, to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

(SEAL)

Jodi Hardwick
Notary Public
JODI HARDWICK

My term expires the _____ day of _____, 20____.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

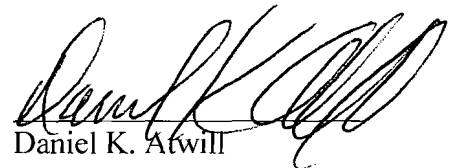
Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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


Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2510 E. Oakbrook Drive A+B (parcel # 12-415-20-02-018.00 01).

Done this 15th day of November, 2011.

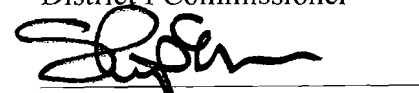


Daniel K. Atwill
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	November Session
2505 E. Oakbrook Drive,	)	October Adjourned
A+B and 2510 E.	)	Term 2011
Oakbrook Drive A+B,	)	Commission Order No. <u>454-2011</u>
Columbia, MO 65202)	

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 15th day of November 2011, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high
4. The location of the public nuisance is as follows: 2505 E. Oakbrook Drive A+B, a/k/a parcel# 12-415-20-02-005.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County and 2510 E. Oakbrook Drive A+B, Columbia, MO, and parcel # 12-415-20-02-018.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 1st day of October 2011, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



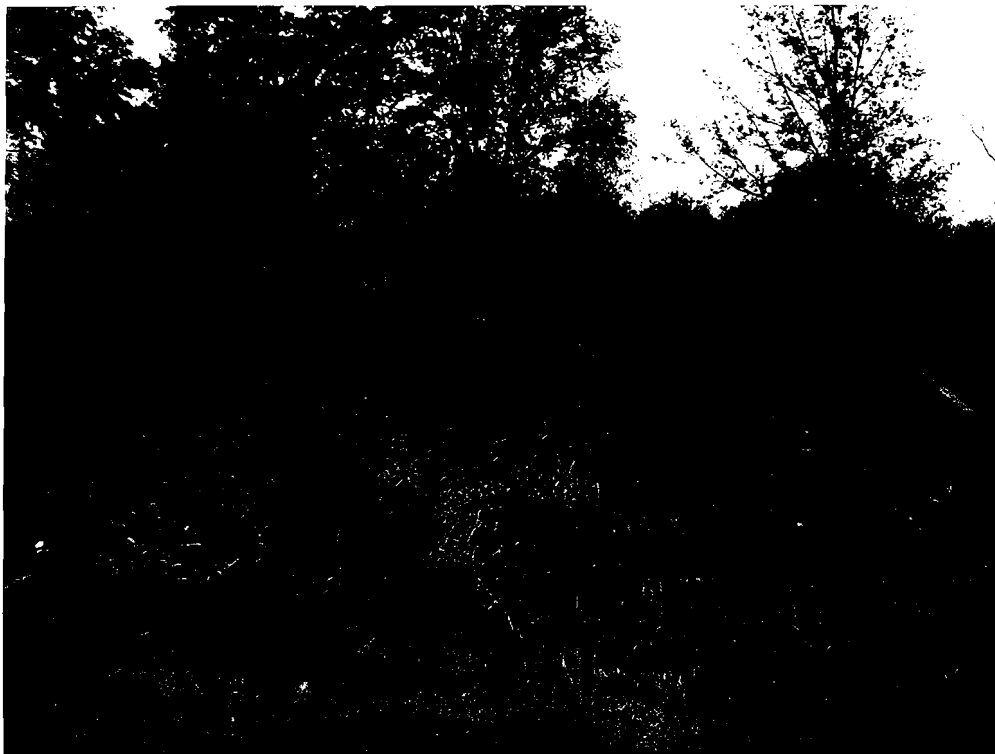
Presiding Commissioner

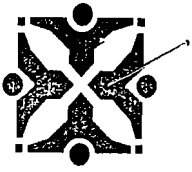
ATTEST:



Boone County Clerk

TAKEN 10/26/11 @ ~ 10:45 AM
2510 E. OAKBROOK DRIVE A+B





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

R&L Investment Holdings LLC
242 Cornwall Drive
Weldon Springs, MO 63304

An inspection of the property you own located at 2510 E. Oakbrook Drive A+B (parcel # 12-415-20-02-018.00 01) was conducted on September 26, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 28 day of September 2011 by [initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.44
Certified Fee	2.85
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total	\$5.59

7011 1150 0000 8664 9014

SEP 29 2011
 MID-MISSOURI P & DF, COLUMBIA, MO
 USPS 65249 0001

To: R & L Investment Holdings LLC
 242 Cornwall Drive
 Weldon Springs, MO 63304

Instructions

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

R & L Investment Holdings LLC
 242 Cornwall Drive
 Weldon Springs, MO 63304

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
Cave Friend

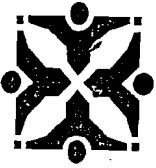
B. Received by (Printed Name) C. Date of Delivery
C Friend 10-1-11

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7011 1150 0000 8664 9014



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

Sun Security Bank
Cottleville 4700 Mid Rivers Mall Drive
St. Peters, MO 63376

An inspection of the property you hold a lien on located at 2510 E. Oakbrook Drive A+B (parcel # 12-415-20-02-018.00 01) was conducted on September 26, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 28 day of September 2011 by AV

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage \$.44
 Certified Fee 2.85
 Return Receipt Fee (Endorsement Required) 2.30
 Restricted Delivery Fee (Endorsement Required)
 Total 5.59

7011 1150 0000 8664 9021

SEP 29 2011
 MID-MISSOURI P&DF, COLUMBIA, MO
 USPS 65249 0300

Sent to:
 Sun Security Bank
 Cottleville 4700 Mid Rivers Mall drive
 St. peters, MO 63376

PS Form 3811, February 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>R Downing</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>R Downing</i></p> <p>C. Date of Delivery <i>9/30/11</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Sun Security Bank Cottleville 4700 Mid Rivers Mall drive St. peters, MO 63376</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
7011 1150 0000 8664 9021	

Parcel! 12-415-20-02-018.00 01

Property Location 2510 E OAKBROOK DR A+B

City	Road	COUNTY ROAD DISTRICT (CO)	School	COLUMBIA (C1)
Library	Fire	BOONE COUNTY (F1)		

Owner R & L INVESTMENT HOLDINGS LLC
 Address 242 CORNWALL DR
 City, State Zip WELDON SPRINGS, MO 63304

Subdivision Plat Book/Page
 Section/Township/Range 20 49 12

Legal Description MORRIS 2 (SUR 388-740)
 LOT 22
 Lot Size 115.1 x 140

Deed Book/Page 2988 0026 2755 0076 2617 0067 2585 0084

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RV	3,100		3,100	RV	589		589
Totals	3,100	0	3,100	Totals	589	0	589

Previous Year's Tax
 Year 2011 Amount \$36.07

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

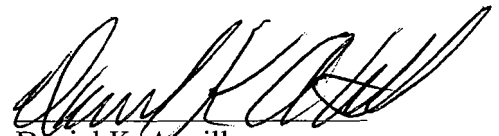
Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2505 E. Oakbrook Drive A+B (parcel # 12-415-20-02-005.00 01).

Done this 15th day of November, 2011.

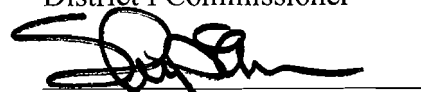


Daniel K. Atwill
Presiding Commissioner

ATTEST:

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

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	November Session
2505 E. Oakbrook Drive,	)	October Adjourned
A+B and 2510 E.	)	Term 2011
Oakbrook Drive A+B,	)	Commission Order No. <u>455-2011</u>
Columbia, MO 65202)	

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 15th day of November 2011, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high
4. The location of the public nuisance is as follows: 2505 E. Oakbrook Drive A+B, a/k/a parcel# 12-415-20-02-005.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County and 2510 E. Oakbrook Drive A+B, Columbia, MO, and parcel # 12-415-20-02-018.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 1st day of October 2011, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.


Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

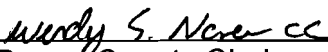
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



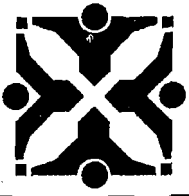
Boone County Clerk

TAKEN 10/26/11 @ ~ 10:45 AM
2505 E. OAKBROOK DRIVE A+B



R&L Investment Holdings/ Sun Security Bank
2505 E. Oakbrook Drive and 2510 E. Oakbrook Drive - weeds violation
TIMELINE

- 9/22/11: citizen complaint received
- 9/26/11: initial inspection conducted
- 9/15/11: certified notices of violation sent to owner and lien holder
- 9/30/11: lien holder signed for notices
- 10/1/11: owner signed for notices
- 10/26/11: reinspection conducted – violation not abated - pictures taken at ~ 10:45 am
- 10/31/11: hearing notices sent



HEARING NOTICE

R&L Investment Holdings LLC
242 Cornwall Drive
Weldon Springs, MO 63304

An inspection of the properties you own located at 2505 E. Oakbrook Drive (parcel # 12-415-20-02-005.00 01) and 2510 E. Oakbrook Drive (parcel # 12-415-20-02-018.00 01) was conducted on September 28, 2011 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.75.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, November 15, 2011 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

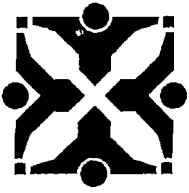
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 31 day of October 2011 by DN



HEARING NOTICE DIVISION OF ENVIRONMENTAL HEALTH

Sun Security Bank
Cottleville 4700 Mid Rivers Mall Drive
St. Peters, MO 63376

An inspection of the properties you hold a lien on located at 2505 E. Oakbrook Drive (parcel # 12-415-20-02-005.00 01) and 2510 E. Oakbrook Drive (parcel # 12-415-20-02-018.00 01) was conducted on September 28, 2011 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.75.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, November 15, 2011 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 31 day of October 2011 by DL

City of Columbia/Boone County Environmental Complaint Form

Date 9/22/11 Date/Time Rec'd. _____ by _____ Referred to JOLS

How was complaint received? Phone Voicemail Walk-in Inner-dept. x _____

Complainant Shawna Please call? Yes No

Address _____ Phone 573-234 7349

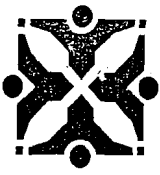
Complaint Location/Info lot next door to 2503 Oakbrook Dr. has weeds & pos. Ivy. She wants a call back

Owner _____

AESTHETIC WEEDS/BRUSH VEHICLE JUNK/TRASH SEWER SMOKING FOOD OTHER

INVESTIGATION RESULTS

vacant lots on Oakbrook X2 - weeds



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

R&L Investment Holdings LLC
242 Cornwall Drive
Weldon Springs, MO 63304

An inspection of the property you own located at 2505 E. Oakbrook Drive A+B (parcel # 12-415-20-02-005.00 01) was conducted on September 26, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 28 day of September 2011 by OK

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com

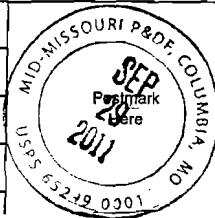
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

9038 8664 0000 0517 TD2

Postage	\$.44
Certified Fee	2.85
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.59



Sent To: R & L Investment Holdings LLC
 Street, A or PO Box: 242 Cornwall Drive
 City, State: Weldon Springs, MO 63304

PS Form 3811, February 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

R & L Investment Holdings LLC
 242 Cornwall Drive
 Weldon Springs, MO 63304

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *Carol Freund* Agent Addressee

B. Received by (Printed Name): *Carol Freund*

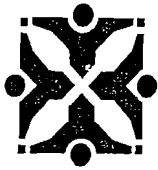
C. Date of Delivery: *10-1-11*

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7011 1150 0000 8664 9038**



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Sun Security Bank
Cottleville 4700 Mid Rivers Mall Drive
St. Peters, MO 63376

An inspection of the property you hold a lien on located at 2505 E. Oakbrook Drive A+B (parcel # 12-415-20-02-005.00 01) was conducted on September 26, 2011 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 28 day of September 2011 by [initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

Parcel 12-415-20-02-005.00 01

Property Location 2505 E OAKBROOK DR A+B

City ROAD COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)
Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner R & L INVESTMENT HOLDINGS LLC
Address 242 CORNWALL DR
City, State Zip WELDON SPRINGS, MO 63304

Subdivision Plat Book/Page 0388 0740
Section/Township/Range 20 49 12

Legal Description MORRIS SD #2
LOT 9
Lot Size 116.6 x 140

Deed Book/Page 2988 0026 2755 0076 2617 0067 2585 0084

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RV	3,100		3,100	RV	589		589
Totals	3,100	0	3,100	Totals	589	0	589

Previous Year's Tax
Year 2011 Amount \$36.07

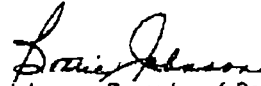
www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

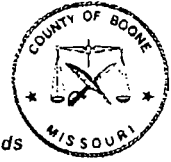
Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri
Date and Time 07/21/2006 at 09:30:52 AM
Instrument # 2006020023 Book 2988 Page 26
Grantor FRUEND, LEWIS B
Grantee R & L INVESTMENT HOLDINGS LLC

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2


Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 12TH day of, JULY, 2006, by and between
Lewis B Freund and Carol Freund, husband and wife

Grantor(s),

of the County of Saint Charles, State of Missouri party of the first part, and
R & L Investment Holdings, LLC

Grantee(s),

Grantee(s) address: 242 Cornwall Drive, Weldon Springs, MO 63304
of the County of Saint Charles, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Saint Charles and the State of Missouri, to-wit.

Lot Twenty-Two (22) and Lot Nine (9) of MORRIS SUBDIVISION NUMBER TWO (2) as shown by a survey recorded in Book 388, Page 740, Records of Boone County, Missouri, and being a part of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Forty-Nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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

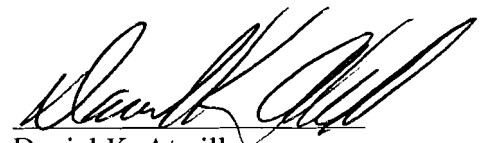
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue for the administration fee to ABC labs for PILOT:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1140	3887	Treasurer	Admin & Indirect Cost Reimburse		3,000.00

Done this 15th day of November, 2011.

ATTEST:

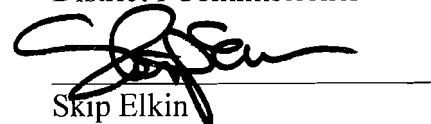
Wendy S. Noren cc
 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner

Absent

Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

10/19/11

EFFECTIVE DATE

To: County Clerk's Office

Comm Order # 456-2011

Return to Auditor's Office
Please do not remove staple.

FOR AUDITORS USE

(Use whole \$ amounts)

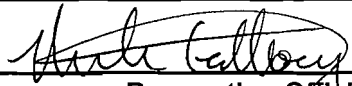
Transfer From Transfer To

Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1140	3887	Treasurer	Admin & Indirect Cost Reimburse		3,000
				-	<u>3,000</u>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

The budget increase to TR Admin Revenue relates to the \$1,000/yr admin fee charged to ABC Labs for PILOT. \$2,000 comes from 2009 and 2010 payments that are currently in a liability account. The additional \$1,000 is for revenue to be collected with the 2011 PILOT bill. Expect \$1,000 in revenue each year until 2018.


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: *Revenue only*

Agenda

JMB

Auditor's Office

PRESIDING COMMISSIONER

Absent

DISTRICT I COMMISSIONER



DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

ABC Admin Fee - PILOT

$$50\% \times \left(1 + \frac{50 - \text{No. of actual New Jobs}}{50} \right) = \text{Revised \%}$$

(c) The Companies shall file with the City annually, commencing on May 10, 2009, and continuing on each May 10 thereafter while this Agreement remains in effect, Annual Compliance Reports in the form attached hereto as **Exhibit B**. The Company also agrees to provide reasonable access to the Company's payroll records for purposes of verifying the number of New Jobs.

(d) An adjustment in the amount of a PILOT following a Test Date shall apply to the PILOT payment due on or before the next succeeding December 31st during the year of such Test Date.

Section 3.4. No Abatement on Special Assessments. The County and the Companies hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments. The Companies hereby agrees to make a payment to the County on or before each December 31 in an amount equal to 100% of the special assessment ad valorem taxes which would otherwise be due with respect to the Project if such Project were not exempt from taxation.

Section 3.5. Distribution of PILOT's. Within 30 days of the date of receipt of each PILOT, the County shall distribute each PILOT, after reduction for administrative costs of the County as provided by **Section 3.7** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 3.6. Obligation of County to Effect Tax Abatement. The County agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the County shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein. The County covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of ad valorem real property taxes on the Project. In the event such a levy or assessment should occur, the County shall, at the Companies' request, fully cooperate with the Companies in all reasonable ways to prevent and/or remove any such levy or assessment.

Section 3.7. Administration Costs. The Companies agree to make an annual payment of \$1,000 to the County for the County's costs of administering the plan for industrial development with respect to the Project. The Companies' payment for such administrative costs shall be due on or before December 31 of each year beginning in 2009 and continuing until December 31 of the year in which this Agreement expires or is terminated.

Section 3.8. Other Property Taxes In Connection with the Project. The County and the Companies covenant and agree that the property tax abatement provided by this Agreement and the issuance of the Bonds shall only apply to the County's ownership interest in the Project, and only to that portion financed with proceeds of the Bonds. Any property taxes levied against the Companies' interest in the Project by any taxing authority shall be solely the responsibility of the Companies. In the event such a levy or assessment should occur, the County shall, at the Companies' request, fully cooperate with the Companies in all reasonable ways to prevent and/or challenge such levy or assessment.

Section 3.9. No Sales Tax Exemption. The purchase, construction, extension and improvement of the Project shall not be exempt from any sales taxes imposed by any governmental

10/19/2011

FY 2011
 Budget Amendments/Revisions
Treasurer (1140)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	5/5/2011	1115	83100	Human Resources	Awards		81	Cover 1st Qtr Employee award - Lisa Roland
		1140	10100	Treasurer	Salary & Wages	75		
		1140	10200	Treasurer	FICA	6		
2	5/10/2011	1192	10600	Employee Benefits	Unemployment		2,310	1st Quarter 2011 Unemployment
		1140	10600	Sheriff	Unemployment	200		
		1200	10600	Auditor	Unemployment	75		
		1210	10600	Corrections	Unemployment	1,959		
		1242	10600	Public Administrator	Unemployment	76		
3	8/17/2011	1192	10600	Employee Benefits	Unemployment		4,587	2nd Quarter 2011 Unemployment
		1132	10600	Election/VR	Unemployment	208		
		1140	10600	Treasurer	Unemployment	600		
		1150	10600	Collector	Unemployment	190		
		1242	10600	JJC	Unemployment	19		
		1251	10600	Sheriff	Unemployment	1,920		
		1255	10600	Corrections	Unemployment	1,650		
		4	10/19/2011	1140	3887	Treasurer	Admin & Indirect Cost Reimb.		3,000		To increase revenue for admin fee to ABC Labs for PILOT

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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

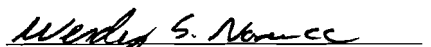
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached order authorizing Boone County, Missouri, to call for redemption prior to maturity certain taxable special obligation bonds, series 2005, of the County; and to approve the execution of certain documents in connection therewith.

Done this 15th day of November, 2011.



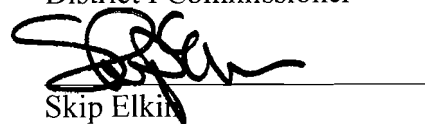
Daniel K. Atwill
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ORDER AUTHORIZING BOONE COUNTY, MISSOURI, TO CALL FOR REDEMPTION PRIOR TO MATURITY CERTAIN TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2005, OF THE COUNTY; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the County Commission of Boone County, Missouri (the "County"), deems it necessary and desirable to authorize the redemption and payment prior to maturity of a portion of the outstanding Taxable Special Obligation Bonds, Series 2005, of the County.

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Treasurer is hereby authorized and directed to execute and deliver the documents necessary to redeem on January 1, 2012, \$1,740,000 outstanding principal amount of the Taxable Special Obligation Bonds, Series 2005, of the County, maturing on January 1, 2015.

Section 2. Effective Date. This Order shall take effect and be in full force from and after its passage by the County Commission.

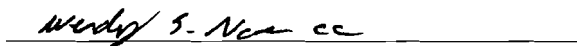
Adopted by the County Commission of Boone County, Missouri, this ____ day of November, 2011.



Presiding Commissioner

(SEAL)

ATTEST:



County Clerk

APPROVED AS TO LEGAL FORM:

County Attorney

LETTER OF INSTRUCTIONS TO REDEEM SERIES 2005 BONDS

November __, 2011

The Bank of New York Mellon Trust Company, N.A., as Paying Agent
911 Washington
St. Louis, Missouri 63101

Attention: _____

Re: Letter of instructions to redeem Taxable Special Obligation Bonds, Series 2005 (the "Series 2005 Bonds"), of Boone County, Missouri (the "County")

Ladies and Gentlemen:

As Paying Agent and Bond Registrar with respect to \$1,740,000 outstanding principal amount of the above-referenced bonds of the County maturing on January 1, 2015, you are hereby notified that on November __, 2011, the County authorized the redemption of the Series 2005 Bonds on **January 1, 2012**.

You are hereby irrevocably instructed to take such other action as may be necessary in order to effect the redemption and payment of said Series 2005 Bonds on January 1, 2012, including providing additional mailed notice of redemption not less than 30 days prior to the redemption date, in substantially the form attached hereto as **Exhibit A**, with such revisions thereto as shall be required to comply with the Resolution and Order pursuant to which the Series 2005 Bonds were issued (the "Resolution"), and to take such other action as may be necessary to effect such redemption.

Your acceptance of this letter will constitute a waiver of any additional or subsequent notification of such redemption required by the Resolution.

Please acknowledge your receipt hereof by signing at the bottom of this letter and return a copy of this letter to the County's bond counsel as follows:

Toni I. Stegeman, Esq.
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

Please call Ms. Stegeman at (816) 221-1000 if you have any questions concerning these instructions.

Very truly yours,

BOONE COUNTY, MISSOURI

By: _____
Name: Nicole Galloway
Title: County Treasurer

Acknowledged and agreed to this _____ day of November, 2011.

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,**
Paying Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE OF REDEMPTION OF BONDS

**BOONE COUNTY, MISSOURI
TAXABLE SPECIAL OBLIGATION BONDS
SERIES 2005**

Notice is hereby given that Boone County, Missouri, has called for redemption and will redeem and pay on **January 1, 2012**, at the office of The Bank of New York Mellon Trust Company, N.A., the Paying Agent, at 911 Washington, Suite 300, St. Louis, Missouri 63101, the outstanding bonds of the above-described series of bonds, having a stated maturity of January 1, 2015, aggregating the principal amount of \$1,740,000. The bonds will be redeemed and paid in accordance with the requirements of the resolution and order passed by the County Commission on March 24, 2005, authorizing said bonds, by payment on said date and at said place of the principal thereof together with accrued interest thereon to the date of redemption. Payment on the redemption date will be made only upon presentation and surrender of said bonds at the location specified above. All of said bonds so called for redemption and payment will cease to bear interest from and after **January 1, 2012**.

Dated: _____, 2011.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
Paying Agent

By: _____

Title: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

15th

day of November

20 11

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

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Skip Elkin to sign Change Order #1 in the amount of \$35,335.12, and a deduct in the amount of \$6,807.88 for job number 38-18AUG11 – Sunrise Estates Subdivision Asphalt Overlay – Phase III.

Done this 15th day of November, 2011.

ATTEST:

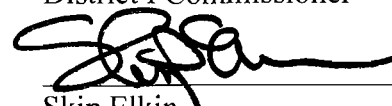
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Boone County Public Works
Memorandum

Date: November 7, 2011
To: Auditor
From: Keith Austin – Chief Public Works Inspector
Subject: Sunrise Estates Subdivision Asphalt Overlay – Phase III
Job No: 38-18AUG11

RECEIVED

NOV 07 2011

BOONE COUNTY AUDITOR

Please process the attached change order for the above-mentioned project. (2 copies)

Please advise me if any other information is needed.

Thanks

Caryn,

Also please schedule for Commission as addition is greater than the amount the liaison Commissioner can sign

Totals Add up as:

Base Pynt 1 - \$	218,111.51
Base Pynt 1 retain -	24,234.51
Base chg ord 1 - \$	35,335.12
Ait 1 Pynt 1 - \$	48,929.51
Ait 1 Pynt 1 retain -	5,436.61
Ait 1 Chg ord 1 -	(6,807.88)

Total Committed \$ 325,239.48

So not into the contingency amount yet.

Thanks,

Kelle

**BOONE COUNTY DEPARTMENT OF RESOURCE MANAGEMENT
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1) P.O. 2011000148 Job No.: 38-18AUG11 Date: 11/3/11

Project Location: Sunrise Estates Subdivision Asphalt Overlay – Phase III (Base Bid)

CHANGE ORDER #1

Contractor: Christensen Construction Co.

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:


I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:


Contract Amount: Add to the Contract Amount a total of

Thirty Five Thousand Three Hundred Thirty Five Dollars and 12/100 (\$35,335.12)

CONTRACTOR - Christensen Construction Co.

SIGNATURE  DATE 11/7/11
BUSINESS MANAGER

Recommended by: Chief Construction Inspector Approved by Director 

SIGNATURE  DATE 11/7/11

Accepted by: Boone County

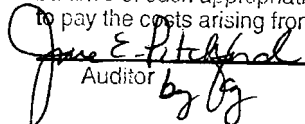
SIGNATURE  DATE 11/15/11

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$	286,361.00
PREVIOUS ADDITIONS	\$	0.00
TOTAL	\$	286,361.00
PREVIOUS DEDUCTIONS	\$	0.00
NET PRIOR TO THIS CHANGE	\$	286,361.00
AMOUNT OF THIS CHANGE <input checked="" type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	\$	35,335.12
CONTRACT AMOUNT TO DATE	\$	321,696.12

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.

 Date 11/8/11
Auditor by by Date 2045-71100

**Boone County Public Works
Design and Construction**

Exhibit A

Change Order # 1

P.O.: 2011000148

Project #: 07-555

Date: 11/2/11

Project: Sunrise Estates Subdivision Asphalt Overlay - Phase III (**Base Bid**)

Contractor: Christensen Construction Company

Address:

P.O. Box 159
Kingdom City, Mo 65262

Description of Changes:

1. This deduction occurred because of a difference between what was estimated and what was needed to complete the project.
2. This deduction occurred because of a difference between what was estimated and what was needed to complete the project.
3. This deduction occurred because during construction the majority of the sub-grade in these areas was deemed unstable and not suitable to support this method of repair.
4. This increase occurred because due to the sub-grade issues discussed in item 3 (found above) this method of repair was used in order to properly prepare these areas to be overlaid with asphalt.
5. This deduction occurred because this process was deemed unnecessary.
6. This deduction occurred because of a difference between what was estimated and what was needed to complete the project.
7. This increase occurred because of a difference between what was estimated and what was actually needed to complete the project.
8. This increase occurred because of a difference between what was estimated and what was actually needed to complete the project.
9. This deduction occurred because of a difference between what was estimated and what was needed to complete the project.
10. This increase occurred because of a difference between what was estimated and what was actually needed to complete the project.

ITEM	CONTRACT AMOUNT	UNITS TO BE CONSTRUCTED	OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF CHANGE
2" Thick BP-2 Asphalt Overlay	1323	1175.24	-147.76	78.00	(\$11,525.28)
BP-2 Asphalt Leveling Course (1/2" AVG)	326	299.88	-26.12	78.00	(\$2,037.36)
Shallow Dig Out Repair	1950	700	-1250	23.00	(\$28,750.00)
Dig Out Repair	500	1750	1250	63.00	\$78,750.00
Dig Out Repair - Extra Depth	25	0	-25	60.00	(\$1,500.00)
Asphalt Driveway Patch	5	3	-2	25.00	(\$50.00)
Ditch Grading	100	130	30	15.00	\$450.00
Berm	80	90	10	15.00	\$150.00
Manhole Adjustment	2	1	-1	500.00	(\$500.00)
R.A.P. / R.A.S. Deduct	1649	1475.12	-173.88	-2.00	\$347.76

TOTAL THIS CHANGE ORDER: \$35,335.12

ORIGINAL CONTRACT AMOUNT \$286,361.00
TOTAL OF PREVIOUS CHANGES \$0.00
TOTAL THIS CHANGE ORDER \$35,335.12
FINAL CONTRACT TOTAL \$321,696.12
ORIGINAL BUDGET

**BOONE COUNTY DEPARTMENT OF RESOURCE MANAGEMENT
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1) P.O. 2011000148 Job No.: 38-18AUG11 Date: 11/3/11

Project Location: Sunrise Estates Subdivision Asphalt Overlay – Phase III (Bid Alternate #1)

CHANGE ORDER #1

Contractor: Christensen Construction Co.

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Deduct from the Contract Amount a total of

Six Thousand Eight Hundred Seven Dollars and 88/100 (\$6,807.88)

CONTRACTOR - Christensen Construction Co.

SIGNATURE 
BUSINESS MANAGER

DATE 11/7/11

Recommended by: Chief Construction Inspector

Approved by Director 

SIGNATURE Keith Austin

DATE 11/7/11

Accepted by: Boone County

SIGNATURE 

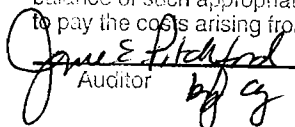
DATE 11/15/11

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$	61,174.00
PREVIOUS ADDITIONS	\$	0.00
TOTAL	\$	61,174.00
PREVIOUS DEDUCTIONS	\$	0.00
NET PRIOR TO THIS CHANGE	\$	61,174.00
AMOUNT OF THIS CHANGE _____ ADD <u>X</u> DEDUCT	\$	6,807.88
CONTRACT AMOUNT TO DATE	\$	54,366.12

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.

 Date 11/18/11
Auditor by cy Date 2045-71100

**Boone County Public Works
Design and Construction**

Exhibit A

Change Order # 1

P.O.: 2011000148

Project #: 07-555

Date: 11/2/11

Project: Sunrise Estates Subdivision Asphalt Overlay - Phase III **(Bid Alternate #1)**

Contractor: Christensen Construction Company

Address: P.O. Box 159
Kingdom City, Mo 65262

Description of Changes:

1. This deduction occurred because of a difference between what was estimated and what was needed to complete the project.
2. This deduction occurred because of a difference between what was estimated and what was needed to complete the project.
3. This deduction occurred because it was deemed unnecessary.
4. This increase occurred because of a difference between what was estimated and what was needed to complete the project.

ITEM	CONTRACT AMOUNT	UNITS TO BE CONSTRUCTED	OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF CHANGE
2" Thick BP-2 Asphalt Overlay	432	359.23	-72.77	78.00	(\$5,676.06)
BP-2 Asphalt Leveling Course (1/2" AVG)	107	94.14	-12.86	78.00	(\$1,003.08)
Dig Out Repair - Extra Depth	5	0	-5	60.00	(\$300.00)
R.A.P. / R.A.S. Deduct	539	453.37	-85.63	-2.00	\$171.26
TOTAL THIS CHANGE ORDER:					(\$6,807.88)
ORIGINAL CONTRACT AMOUNT	\$61,174.00				
TOTAL OF PREVIOUS CHANGES	\$0.00				
TOTAL THIS CHANGE ORDER	(\$6,807.88)				
FINAL CONTRACT TOTAL	\$54,366.12				
ORIGINAL BUDGET					

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

15th

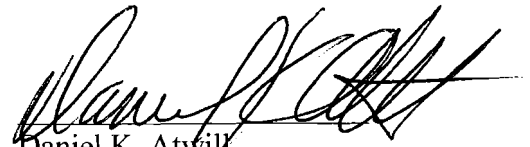
day of November

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the City of Ashland and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.



Daniel K. Atwill
Presiding Commissioner


ATTEST:



Wendy S. Noren
Clerk of the County Commission

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
GENERAL AGREEMENT – FORMULA ENTITIES¹**

THIS AGREEMENT, dated this 15 day of November, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Ashland, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, adopted 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 a "Formula Entity" as described in the aforementioned Commission Order; and

WHEREAS, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues as they pertain to Formula Entities. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected consistent with its obligations under RSMo §137.556.

¹ Formula entities are: Ashland, Centralia, Columbia and Hallsville.

- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will pay to the City, in addition to the sums set out above, an additional sum from the Net Additional Sales Tax Revenue in accordance with the terms and conditions of the incorporated Commission Order.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 and improvements.
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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein

being those amounts set out in an approved County appropriation order for each succeeding 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 any way 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 a 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 MISSOURI

By:



Presiding Commissioner

Date: 11/15/2011

ATTEST:

Wendy S. New cc

County Clerk

APPROVED AS TO FORM:

J. Moore

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.)

Jane E. Pitchford 11/14/11
County Auditor by by Date
No Encumbrance Required

CITY OF ASHLAND

By:



Mayor

Date: 10-4-11

ATTEST:

Darla Sepp

City Clerk

APPROVED AS TO FORM:

Neil G. Indur

City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution policies and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
- ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
- iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.

10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.

11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb
Presiding Commissioner

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z																
1	Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals)																																									
2	Pro-Forma Distributions using Proposed Formula- based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenues																																									
3																																										
4																																										
5	Tax Year	R & B Tax Levy Ceiling Rate:	Actual Road & Bridge Tax Levy Rate:													FY 2010 R&B Sales Tax Revenue:	11,579,000.00																									
6	2005	0.2601	0.0475													Less: Total Property Tax Reduction Due to Voluntary Rollback:	(5,064,317.69)	44%																								
7	2006	0.2601	0.0475													Net Additional Sales Tax Revenue:	6,514,682.31	56%																								
8	2007	0.2601	0.0475																									82.25%	Retained by County	5,358,326.20												
9	2008	0.2601	0.0475																									1.00%	Allocated to Application Entities	65,146.82												
10	2009	0.2632	0.0475																									2.25%	Allocated to Formula Entities (excl Columbia)---B	146,580.35												
11	2010	0.2649	0.0475																									100.00%		6,514,682.31												

Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec	AV% (B)	Statutory Dist. Due Actual R&B Prop Tx	Sales Tax Needed to Cover PropTax Roll Back	1.00%	2.25%	CART & MV Dist to CSRD	Total	Current Formula				Difference		
								Sales Tax Distribution To Application Entities	Sales Tax Distribution To Formula Entities (B)			2010 Actual						
												Rev Rpl	Rev Sharing	CART/MV to CSRD	Combined			
Cities, Towns, Villages:																		
28	Ashland	Formula	43,280,169	2.5%	43,280,169	42.7%	5,005	22,895	n/a	62,563	n/a	111,519	43,077	40,000	n/a	83,077	28,442	
29	Centralia	Formula	43,106,634	2.5%	43,106,634	42.5%	4,755	21,747	n/a	62,312	n/a	109,785	43,463	80,000	n/a	123,463	(13,678)	
30	Columbia	Formula	1,639,395,223	94.2%	n/a	n/a	192,661	881,322	n/a	n/a	n/a	1,871,560	1,657,715	275,000	n/a	1,932,715	(61,155)	
31	Hallsville	Formula	15,015,439	0.9%	15,015,439	14.8%	1,626	7,437	n/a	21,705	n/a	38,073	14,957	35,000	n/a	49,957	(11,883)	
32																		
33	Harrisburg	Application	2,251,825	n/a	n/a	n/a	276	1,263	n/a	n/a	n/a	1,539	2,217	30,000	n/a	32,217	-	
34	Hartsburg	Application	931,866	n/a	n/a	n/a	90	409	n/a	n/a	n/a	499	944	-	n/a	944	-	
35	Huntsdale	Application	143,940	n/a	n/a	n/a	16	75	n/a	n/a	n/a	92	141	-	n/a	141	-	
36	McBaine	Application	108,402	n/a	n/a	n/a	4	20	n/a	n/a	n/a	24	114	-	n/a	114	-	
37	Pierpont	Application	890,864	n/a	n/a	n/a	102	467	n/a	n/a	n/a	569	872	10,000	n/a	10,872	(129)	
38	Rocheport	Application	2,569,293	n/a	n/a	n/a	313	1,430	n/a	n/a	n/a	1,744	2,584	-	n/a	2,584	-	
39	Sturgeon	Application	6,524,595	n/a	n/a	n/a	646	2,951	n/a	n/a	n/a	3,597	6,467	20,000	n/a	26,467	-	
40																		
41	SubTotal All Cities, Towns, Villages:					205,495	940,018	65,147	146,580	n/a	65,147	2,204,149	1,772,552	490,000	-	2,262,552	(58,403)	
42																		
43	Road District																	
44	CSRD		60,967,570	n/a	n/a	22,961	105,035	n/a	n/a	77,922	303,638	190,202	60,000	77,922	328,124	(24,486)		
45																		
46	Grand Total					100.0%	100.0%	228,456	1,045,053	65,147	146,580	77,922	2,507,787	1,962,754	550,000	77,922	2,590,676	(82,889)

50			
51	Total AV	1,815,185,820	
52	Less: CSRD	-60,967,570	
53	Less: Application Entities	-13,420,785	
54	Net AV- Formula Entities	1,740,797,465	101,402,242

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE BOONE COUNTY ROAD AND BRIDGE IMPROVEMENT/REPAIR COOPERATIVE AGREEMENT –GENERAL AGREEMENT-FORMULA ENTITIES BETWEEN BOONE COUNTY, MISSOURI THROUGH ITS COMMISSION AND THE CITY OF ASHLAND, MISSOURI FOR THE REVENUE DISTRIBUTION

WHEREAS, Boone County has adopted policies regarding the distribution of certain road sales tax and property tax revenues; and

WHEREAS, the parties contemplate that the City of Ashland will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City;

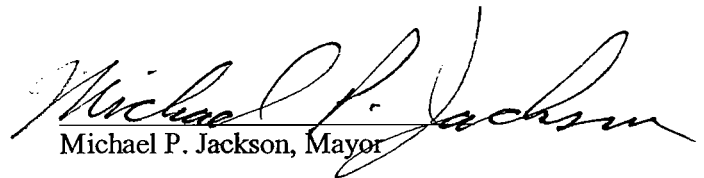
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute the Boone County Road and Bridge Improvement/Repair Cooperative Agreement-General Agreement-Formula Entities.

Section 2. The terms of said agreement is set forth in the attached agreement and marked as Exhibit "A", which by this reference is incorporated herein as if more fully and completely set out.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Passed this 7th day of October, 2011.


Michael P. Jackson, Mayor

Attest:


Darla Sapp, City Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

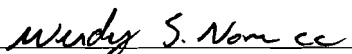
the following, among other proceedings, were had, viz:

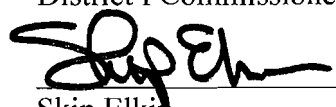
Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the City of Centralia and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.


Daniel K. Atwill
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
GENERAL AGREEMENT – FORMULA ENTITIES¹**

THIS AGREEMENT, dated this 15 day of November, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Centralia, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, adopted 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 a "Formula Entity" as described in the aforementioned Commission Order; and

WHEREAS, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues as they pertain to Formula Entities. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected consistent with its obligations under RSMo §137.556.

¹ Formula entities are: Ashland, Centralia, Columbia and Hallsville.

- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will pay to the City, in addition to the sums set out above, an additional sum from the Net Additional Sales Tax Revenue in accordance with the terms and conditions of the incorporated Commission Order.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

g. 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 and improvements.

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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein

being those amounts set out in an approved County appropriation order for each succeeding 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 any way 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 a 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

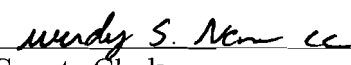
order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

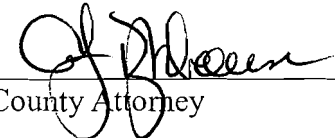
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

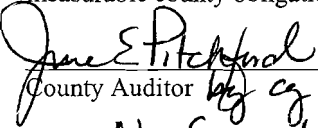
BOONE COUNTY MISSOURI

By: 
Presiding Commissioner

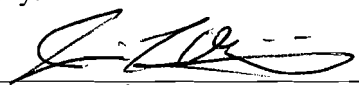
Date: 11/15/2011

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.)
 11/4/11
County Auditor *by cy* Date
No Encumbrance Required

CITY OF CENTRALIA

By: 
Mayor Pro Tem

Date: 20 SEPT 2011

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter “the County” or “County”) collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as “the Stakeholder Entities” or “Stakeholder Entities”) that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County’s prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

Term. 20

County of Boone

In the County Commission of said county, on the

day of

20

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
- ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
- iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.

10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.

11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

1. Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals)
 2. Pro-Forma Distributions using Proposed Formula- based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenues

Year	R & B Tax Levy Ceiling Rate	Actual Road & Bridge Tax Levy Rate
2005	0.2601	0.0475
2006	0.2601	0.0475
2007	0.2601	0.0475
2008	0.2601	0.0475
2009	0.2632	0.0475
2010	0.2649	0.0475

FY 2010 R&B Sales Tax Revenue: 11,579,000.00
 Less: Total Property Tax Reduction Due to Voluntary Rollback: (5,064,317.69) 44%
Net Additional Sales Tax Revenue: 6,514,682.31 56%

82.25% Retained by County
 1.00% Allocated to Application Entities
 2.25% Allocated to Formula Entities (ext Columbia)—B
 100.00%

Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec	AV% (B)	Statutory Dist. Due Actual R&B Prop Tx	Sales Tax Needed to Cover PropTax Roll Back	1.00% Sales Tax Distribution To Application Entities	2.25% Sales Tax Distribution To Formula Entities (B)	CART & MV Dist to CSRD	Total	Difference
Cities, Towns, Villages:												
27	Ashland Formula	43,280,169	2.5%	43,280,169	42.7%	5,005	22,895	n/a	62,563	n/a	111,519	28,442
28	Centennial Formula	43,106,634	2.5%	43,106,634	42.5%	4,755	21,747	n/a	62,312	n/a	109,785	(33,678)
30	Columbia Formula	1,639,395,223	94.2%	n/a	n/a	192,661	881,322	n/a	n/a	n/a	1,871,560	(61,155)
31	Halsville Formula	15,015,439	0.9%	15,015,439	14.8%	1,626	7,437	n/a	21,705	n/a	38,073	(11,883)
32	Hartsburg Application	2,251,825	n/a	n/a	n/a	276	1,263	n/a	n/a	n/a	1,539	
33	Hartsburg Application	931,866	n/a	n/a	n/a	90	409	n/a	n/a	n/a	499	
34	Huntsdale Application	143,940	n/a	n/a	n/a	16	75	n/a	n/a	n/a	92	
35	McBaine Application	108,402	n/a	n/a	n/a	4	20	n/a	n/a	n/a	24	
36	Pierpoint Application	890,864	n/a	n/a	n/a	102	467	n/a	n/a	n/a	569	(129)
37	Rocheport Application	2,569,293	n/a	n/a	n/a	313	1,430	n/a	n/a	n/a	1,744	
38	Sturgeon Application	6,524,595	n/a	n/a	n/a	646	2,951	65,146.82	n/a	n/a	3,597	
39	Sturgeon Application	6,524,595	n/a	n/a	n/a	646	2,951	65,146.82	n/a	n/a	3,597	
40	Sturgeon Application	6,524,595	n/a	n/a	n/a	646	2,951	65,146.82	n/a	n/a	3,597	
41	SubTotal All Cities, Towns, Villages:			205,495		940,018		65,347	146,580		2,204,149	(58,403)
42												
43	Road District			60,867,570	n/a	22,961	105,035	n/a	n/a	77,922	303,638	(24,486)
44	CSRD											
45	Grand Total			100.0%		228,456	1,045,053	65,147	146,580	77,922	2,507,787	(87,869)

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

Entity	Current Formula	2010 Actual	Rev Rpl	Rev Sharing	CART/MV	to CSRD	Combined	Difference
27	43,077	40,000	n/a	83,077	28,442			
28	43,463	80,000	n/a	123,463	(33,678)			
30	1,657,715	275,000	n/a	1,932,715	(61,155)			
31	14,957	35,000	n/a	49,957	(11,883)			
32	2,217	30,000	n/a	32,217				
33	944	n/a	n/a	944				
34	141	n/a	n/a	141				
35	114	n/a	n/a	114				
36	872	10,000	n/a	10,872	(129)			
37	2,584	n/a	n/a	2,584				
38	6,467	20,000	n/a	26,467				
39	n/a	n/a	n/a	n/a				
40	1,772,552	490,000	n/a	2,262,552	(58,403)			
41	190,202	60,000	n/a	250,202	(24,486)			
42								
43	1,952,754	550,000	n/a	2,502,754	(87,869)			
44								
45	77,922	77,922						
46								
47								
48								
49								
50								
51	1,815,185,820							
52	(60,967,570)							
53	(13,420,785)							
54	1,740,797,465							

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

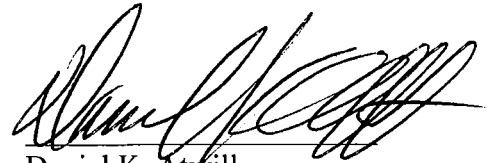
Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the City of Columbia and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.

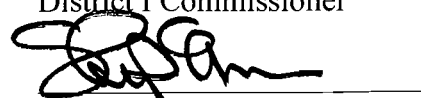


Daniel K. Atwill
Presiding Commissioner

ATTEST:

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

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
GENERAL AGREEMENT – FORMULA ENTITIES¹**

THIS AGREEMENT, dated this 15 day of November, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Columbia, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, adopted 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 a "Formula Entity" as described in the aforementioned Commission Order; and

WHEREAS, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues as they pertain to Formula Entities. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected consistent with its obligations under RSMo §137.556.

¹ Formula entities are: Ashland, Centralia, Columbia and Hallsville.

- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will pay to the City, in addition to the sums set out above, an additional sum from the Net Additional Sales Tax Revenue in accordance with the terms and conditions of the incorporated Commission Order.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 and improvements.
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.
 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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein

being those amounts set out in an approved County appropriation order for each succeeding year.

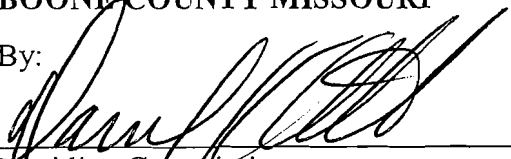
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 a 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 MISSOURI

By:



Presiding Commissioner


Date: 11/15/2011

ATTEST:

Wendy S. Nerven

County Clerk

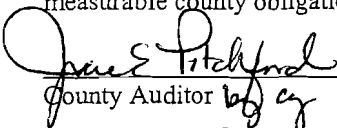
APPROVED AS TO FORM:



County Attorney

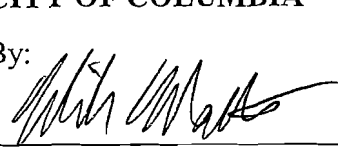
Boone County Auditor Certification:

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.)

 11/4/11
County Auditor Date
No Encumbrance Required

CITY OF COLUMBIA


By:



City Manager


Date: 10-4-11

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
 - ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
 - iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.
10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.
11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

day of 20

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

1 Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals),
 2 Pro-Forma Distributions using Proposed Formula- based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenue

Tax Year	R & B Tax Levy Ceiling Rate:	Actual Road & Bridge Tax Levy Rate:	FY 2010 R&B Sales Tax Revenue:	
2005	0.2601	0.0475	11,579,000.00	
2006	0.2601	0.0475	Less: Total Property Tax Reduction Due to Voluntary Rollback:	(5,064,317.69) 44%
2007	0.2601	0.0475	Net Additional Sales Tax Revenue:	6,514,682.31 56%
2008	0.2601	0.0475		
2009	0.2632	0.0475	82.25% Retained by County	5,358,326.20
2010	0.2649	0.0475	1.00% Allocated to Application Entities:	65,146.82
			2.25% Allocated to Formula Entities (excl Columbia)-B	146,580.35
			100.00%	6,514,682.31

Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec	AV% (B)	Statutory Dist. Due Actual R&B Prop Tx	Sales Tax Needed to Cover PropTax Roll Back	1.00% Sales Tax Distribution To Application Entities		2.25% Sales Tax Distribution To Formula Entities (B)		Sales Tax Distribution To CSRD	CART & MV Dist to CSRD	Total	Current Formula				Difference
								Rev Rpl	Rev Sharing	CART/MV to CSRD	2010 Actual Combined								
Cities, Towns, Villages:																			
Ashland	Formula	43,280,169	2.5%	43,280,169	42.7%	5,005	22,895	n/a	62,563	n/a	n/a	n/a	111,519	43,077	40,000	n/a	83,077	28,442	
Centralia	Formula	43,106,634	2.5%	43,106,634	42.5%	4,755	21,747	n/a	62,312	n/a	n/a	n/a	109,785	43,463	80,000	n/a	123,463	(13,678)	
Columbia	Formula	1,639,395,223	94.2%	n/a	n/a	192,661	881,322	n/a	n/a	n/a	n/a	n/a	1,871,560	1,657,715	275,000	n/a	1,932,715	(61,155)	
Hallsville	Formula	15,015,439	0.9%	15,015,439	14.8%	1,626	7,437	n/a	21,705	n/a	n/a	n/a	38,073	14,957	35,000	n/a	49,957	(11,883)	
Harrisburg	Application	2,251,825	n/a	n/a	n/a	276	1,263		n/a	n/a	n/a	n/a	1,539	2,217	30,000	n/a	32,217		
Hartsburg	Application	931,866	n/a	n/a	n/a	90	409		n/a	n/a	n/a	n/a	499	944	-	n/a	944		
Huntsdale	Application	143,940	n/a	n/a	n/a	16	75		n/a	n/a	n/a	n/a	92	141	-	n/a	141		
McBaine	Application	108,402	n/a	n/a	n/a	4	20		n/a	n/a	n/a	n/a	24	114	-	n/a	114		
Pierpont	Application	890,864	n/a	n/a	n/a	102	467		n/a	n/a	n/a	n/a	569	872	10,000	n/a	10,872	(129)	
Rocheport	Application	2,569,293	n/a	n/a	n/a	313	1,430		n/a	n/a	n/a	n/a	1,744	2,584	-	n/a	2,584		
Sturgeon	Application	6,524,595	n/a	n/a	n/a	646	2,951		n/a	n/a	n/a	n/a	3,597	6,467	20,000	n/a	26,467		
SubTotal All Cities, Towns, Villages:						205,495	940,018	65,147	146,580	n/a	n/a	n/a	65,147	2,204,149	1,772,552	490,000	-	2,262,552	(58,403)
Road District																			
CSRD		60,967,570	n/a	n/a	n/a	22,961	105,035	n/a	n/a	n/a	n/a	77,922	303,638	190,202	60,000	77,922	328,124	(24,486)	
Grand Total						228,456	1,045,053	65,147	146,580	77,922	77,922	77,922	2,507,787	1,962,754	550,000	77,922	2,590,676	(82,889)	

51 Total AV	1,815,185,820
52 Less: CSRD	-60,967,570
53 Less: Application Entities	-13,420,785
54 Net AV- Formula Entities	1,740,797,465
	101,402,242

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

021107

Permanent Record
Filed in Clerk's Office

Introduced by McDavid

First Reading 9-19-11

Second Reading 10-3-11

Ordinance No. 021107

Council Bill No. B 263-11

AN ORDINANCE

authorizing a revenue distribution agreement with Boone County as it relates to road and bridge improvements and maintenance; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a revenue distribution agreement with Boone County as it relates to road and bridge improvements and maintenance. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

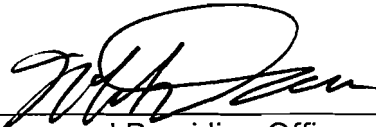
SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 3rd day of October, 2011.

ATTEST:



City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

15th

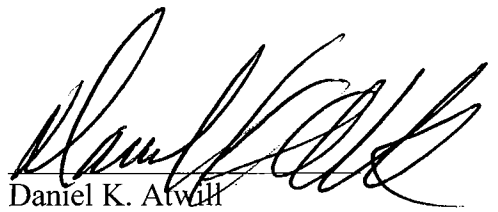
day of November

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the City of Hallsville and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.



Daniel K. Atwill
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
GENERAL AGREEMENT – FORMULA ENTITIES¹**

THIS AGREEMENT, dated this 10th day of October, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Hallsville, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, adopted 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 a "Formula Entity" as described in the aforementioned Commission Order; and

WHEREAS, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues as they pertain to Formula Entities. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected consistent with its obligations under RSMo §137.556.

¹ Formula entities are: Ashland, Centralia, Columbia and Hallsville.

- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will pay to the City, in addition to the sums set out above, an additional sum from the Net Additional Sales Tax Revenue in accordance with the terms and conditions of the incorporated Commission Order.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 and improvements.
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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein

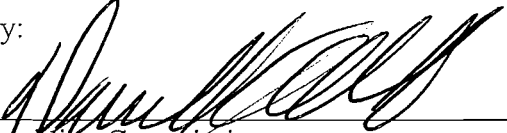
being those amounts set out in an approved County appropriation order for each succeeding year.

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 any way 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 a 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 MISSOURI

By: 

Preceding Commissioner

Date: 11/15/2011

ATTEST:



County Clerk

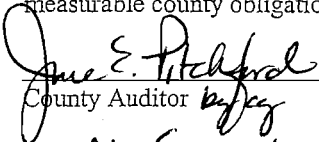
APPROVED AS TO FORM:




County Attorney

Boone County Auditor Certification:

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


County Auditor by _____ Date 11/4/11
No Encumbrance Required

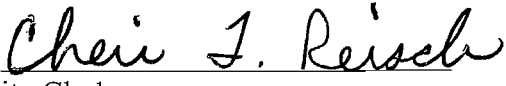
CITY OF HALLSVILLE

By: 

Mayor

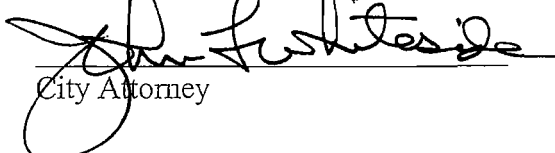
Date: 10-10-11

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
 - ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
 - iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.
10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.
11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

15th

day of November

20 11

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

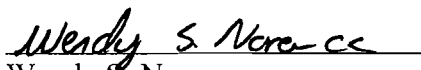
Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the Town of Harrisburg and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.

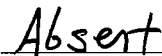


Daniel K. Atwill
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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

THIS AGREEMENT, dated this 15 day of November, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Town of Harrisburg, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, 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, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties further contemplate that City will receive certain additional funding, from time to time, relating to applications for funding that the City will file with the County as City deems appropriate; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues, as well as allow for additional, application-based agreements between County and City for application-based project funding. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.

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

2. COUNTY AGREEMENTS.

- a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected & Distributed consistent with its obligations under RSMo §137.556.
- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will review and provide feedback to City as to any applications for funding that City files with the County.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 the types of contracts contemplated herein.

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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein being those amounts set out in an approved County appropriation order for each succeeding year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties may enter into additional Agreement(s), from time to time, to effectuate the funding of approved application-based funding projects.
13. **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 any way 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.
14. **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.
15. **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.

16. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
17. **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.
18. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

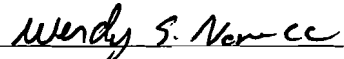
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

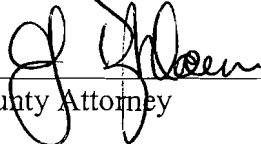
By: 
 Presiding Commissioner

Date: 11/15/2011

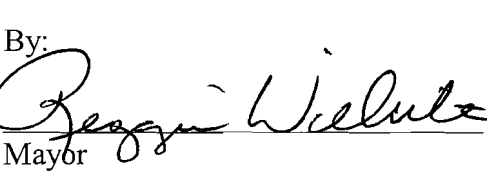
ATTEST:


 County Clerk

APPROVED AS TO FORM:



 County Attorney

HARRISBURG

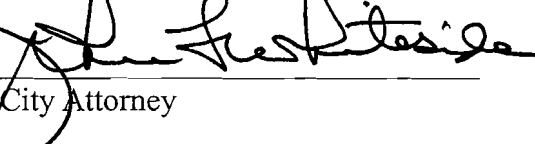
By: 
 Mayor

Date: 9/28/11


ATTEST:


 City Clerk

APPROVED AS TO FORM:


 City Attorney

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


 County Auditor *mpj* 11/4/11
 Date
No Encumbrance Required

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter “the County” or “County”) collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as “the Stakeholder Entities” or “Stakeholder Entities”) that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County’s prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
 - ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
 - iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.
10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.
11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

1 Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals)
 2 Pro-Forma Distributions using Proposed Formula-based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenue:
 3
 4

Tax Year	R & B Tax Levy Ceiling Rate:	Actual Road & Bridge Tax Levy Rate:			
2005	0.2601	0.0475			
2006	0.2601	0.0475			
2007	0.2601	0.0475			
2008	0.2601	0.0475			
2009	0.2632	0.0475			
2010	0.2649	0.0475			

FY 2010 R&B Sales Tax Revenue:	11,579,000.00	
Less: Total Property Tax Reduction Due to Voluntary Rollback:	(5,064,317.69)	44%
Net Additional Sales Tax Revenue:	<u>6,514,682.31</u>	56%

82.25%	Retained by County	5,358,326.20
1.00%	Allocated to Application Entities	65,146.82
2.25%	Allocated to Formula Entities (excl Columbia) --B	146,580.35
100.00%		<u>6,514,682.31</u>

Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec (B)	AV% (B)	Statutory Dist. Due Prop Tx	Sales Tax Needed to Cover Prop Tax Roll Back	1.00%	2.25%	CART & MV Dist to CSRD	Current Formula				Difference	
								Sales Tax Distribution To Application Entities	Sales Tax Distribution To Formula Entities (B)		2010 Actual					
											Rev Rpl	Rev Sharing	CART/MV to CSRD	Combined		
Cities, Towns, Villages:																
28	Ashland Formula	43,280,169	2.5%	43,280,169	42.7%	5,005	22,895	n/a	62,563	n/a	111,519	43,077	40,000	n/a	83,077	28,442
29	Centralia Formula	43,106,634	2.5%	43,106,634	42.5%	4,755	21,747	n/a	62,312	n/a	109,785	43,463	80,000	n/a	123,463	(13,678)
30	Columbia Formula	1,639,395,223	94.2%	n/a	n/a	192,661	881,322	n/a	n/a	n/a	1,871,560	1,657,715	275,000	n/a	1,932,715	(61,155)
31	Hallsville Formula	15,015,439	0.9%	15,015,439	14.8%	1,626	7,437	n/a	21,705	n/a	38,073	14,957	35,000	n/a	49,957	(11,883)
33	Harrisburg Application	2,251,825	n/a	n/a	n/a	276	1,263		n/a	n/a	1,539	2,217	30,000	n/a	32,217	
34	Hartsburg Application	931,866	n/a	n/a	n/a	90	409		n/a	n/a	499	944	-	n/a	944	
35	Huntsdale Application	143,940	n/a	n/a	n/a	16	75		n/a	n/a	92	141	-	n/a	141	
36	McBaine Application	108,402	n/a	n/a	n/a	4	20		n/a	n/a	24	114	-	n/a	114	
37	Pierpont Application	890,864	n/a	n/a	n/a	102	467		n/a	n/a	569	872	10,000	n/a	10,872	(129)
38	Rocheport Application	2,569,293	n/a	n/a	n/a	313	1,430		n/a	n/a	1,744	2,584	-	n/a	2,584	
39	Sturgeon Application	6,524,595	n/a	n/a	n/a	646	2,951		n/a	n/a	3,597	6,467	20,000	n/a	26,467	
40									65,146.82		65,147	n/a	n/a	n/a	-	
41	SubTotal All Cities, Towns, Villages:					205,495	940,018		65,147		2,204,149	1,772,552	490,000	-	2,262,552	(58,403)
43	Road District															
44	CSRD	60,967,570	n/a	n/a		22,961	105,035		n/a		77,922	190,202	60,000	77,922	328,124	(24,486)
46	Grand Total		100.0%		100.0%	228,456	1,045,053		65,147		2,507,787	1,962,754	550,000	77,922	2,590,676	(82,889)

50
 51 Total AV 1,815,185,820
 52 Less: CSRD -60,967,570
 53 Less: Application Entities -13,420,785
 54 Net AV- Formula Entities 1,740,797,465 101,402,242

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

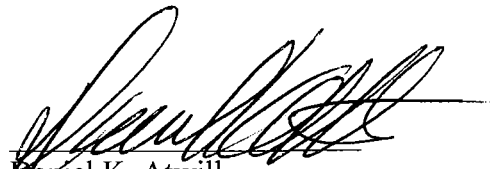
Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the Village of Hartsburg and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

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

THIS AGREEMENT, dated this 15 day of November, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Village of Hartsburg, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, 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, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties further contemplate that City will receive certain additional funding, from time to time, relating to applications for funding that the City will file with the County as City deems appropriate; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues, as well as allow for additional, application-based agreements between County and City for application-based project funding. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.

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

2. COUNTY AGREEMENTS.

- a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected & Distributed consistent with its obligations under RSMo §137.556.
- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will review and provide feedback to City as to any applications for funding that City files with the County.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 the types of contracts contemplated herein.

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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein being those amounts set out in an approved County appropriation order for each succeeding year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties may enter into additional Agreement(s), from time to time, to effectuate the funding of approved application-based funding projects.
13. **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 any way 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.
14. **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.
15. **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.

16. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
17. **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.
18. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

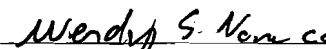
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

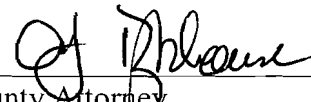
By: 
 Presiding Commissioner

Date: 11/15/2011

ATTEST:


 County Clerk

APPROVED AS TO FORM:

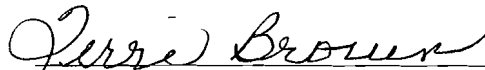

 County Attorney

VILLAGE OF HARTSBURG


By: 
 Chair, Board of Trustees

Date: 9-7-11

ATTEST:

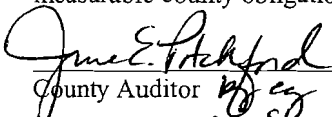

 Village Clerk

APPROVED AS TO FORM:


 Village 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.)

 11/4/11
 County Auditor *W.S.* Date
No Encumbrance Required

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

Term. 20

County of Boone

In the County Commission of said county, on the

day of

20

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
 - ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
 - iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.
10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.
11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

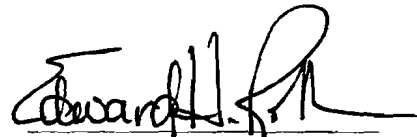
20

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

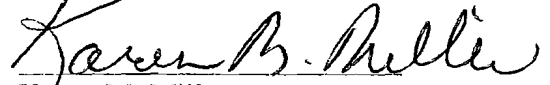
Done this 28th day of July, 2011.

ATTEST:

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



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z			
1	Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals)																												
2	Pro-Forma Distributions using Proposed Formula-based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenue:																												
3																													
4																													
5	Tax	R & B Tax Levy	Actual Road & Bridge																										
6	Year	Ceiling Rate:	Tax Levy Rate:																										
7	2005	0.2601	0.0475	FY 2010 R&B Sales Tax Revenue: 11,579,000.00																									
8	2006	0.2601	0.0475	Less: Total Property Tax Reduction Due to Voluntary Rollback: (5,064,317.69) 44%																									
9	2007	0.2601	0.0475	Net Additional Sales Tax Revenue: 6,514,682.31 56%																									
10	2008	0.2601	0.0475																										
11	2009	0.2632	0.0475	82.25% Retained by County 5,358,326.20																									
12	2010	0.2649	0.0475	1.00% Allocated to Application Entities 65,146.82																									
13																									2.25% Allocated to Formula Entities (excl Columbia)--B 146,580.35				
14																									7.72% Allocated to CSRD 77,922.49				
15																									100.00%		6,514,682.31		
16																													
17																													
18																													
19																													
20																													
21																													
22																													
23	Classify	Actual	Actual	Actual	Actual	Statutory	Sales Tax	1.00%	2.25%	7.72%	CART &	Current Formula					Difference												
24	Entity	AV at 31-Dec	AV% (A)	AV at 31-Dec	AV% (B)	Dist. Due R&B Prop Tx	Needed to Cover PropTax Roll Back	Sales Tax Distribution To Application Entities	Sales Tax Distribution To Formula Entities (B)	Sales Tax Distribution To CSRD	Dist to CSRD	Total	Rev Rpl	Rev Sharing	CART/MV to CSRD	Combined													
25																													
26																													
27	Cities, Towns, Villages:																												
28	Ashland	Formula	43,280,169	2.5%	43,280,169	42.7%	5,005	22,895	n/a	62,563	n/a	111,519	43,077	40,000	n/a	83,077	28,442												
29	Centralia	Formula	43,106,634	2.5%	43,106,634	42.5%	4,755	21,747	n/a	62,312	n/a	109,785	43,463	80,000	n/a	123,463	(13,678)												
30	Columbia	Formula	1,639,395,223	94.2%	n/a	n/a	192,661	881,322	n/a	n/a	n/a	1,871,560	1,657,715	275,000	n/a	1,932,715	(61,155)												
31	Hallsville	Formula	15,015,439	0.9%	15,015,439	14.8%	1,626	7,437	n/a	21,705	n/a	38,073	14,957	35,000	n/a	49,957	(11,889)												
32																													
33	Harrisburg	Application	2,251,825	n/a	n/a	n/a	276	1,263	n/a	n/a	n/a	1,539	2,217	30,000	n/a	32,217													
34	Hartsburg	Application	931,856	n/a	n/a	n/a	90	409	n/a	n/a	n/a	499	944	-	n/a	944													
35	Huntsdale	Application	143,940	n/a	n/a	n/a	16	75	n/a	n/a	n/a	92	141	-	n/a	141													
36	McBaine	Application	108,402	n/a	n/a	n/a	4	20	n/a	n/a	n/a	24	114	-	n/a	114													
37	Pierpont	Application	890,864	n/a	n/a	n/a	102	467	n/a	n/a	n/a	569	872	10,000	n/a	10,872	(129)												
38	Rocheport	Application	2,569,293	n/a	n/a	n/a	313	1,430	n/a	n/a	n/a	1,744	2,584	-	n/a	2,584													
39	Sturgeon	Application	6,524,595	n/a	n/a	n/a	646	2,951	n/a	n/a	n/a	3,597	6,467	20,000	n/a	26,467													
40																													
41	SubTotal All Cities, Towns, Villages:						205,495	940,018	65,147	146,580	77,922	-	2,204,149	1,772,552	490,000	-	2,262,552	(58,403)											
42																													
43	Road District																												
44	CSRD	60,967,570	n/a	n/a	n/a	22,961	105,035	n/a	n/a	n/a	77,922	303,638	190,202	60,000	77,922	328,124	(24,486)												
45																													
46	Grand Total			100.0%	100.0%	228,456	1,045,053	65,147	146,580	77,922	77,922	2,507,787	1,962,754	550,000	77,922	2,590,676	(82,889)												
47																													
48																													
49																													
50																													
51	Total AV	1,815,185,820																											
52	Less: CSRD	-60,967,570																											
53	Less: Application Entities	-13,420,785																											
54	Net AV- Formula Entities	1,740,797,465		101,402,242																									

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11


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

Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the Village of Huntsdale and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

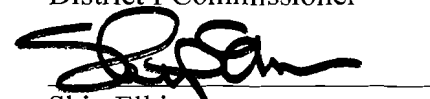
Done this 15th day of November, 2011.

ATTEST:

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


Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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

THIS AGREEMENT, dated this 12 day of October, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Village of Huntsdale, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, 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, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties further contemplate that City will receive certain additional funding, from time to time, relating to applications for funding that the City will file with the County as City deems appropriate; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues, as well as allow for additional, application-based agreements between County and City for application-based project funding. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.

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

2. COUNTY AGREEMENTS.

- a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected & Distributed consistent with its obligations under RSMo §137.556.
- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will review and provide feedback to City as to any applications for funding that City files with the County.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 the types of contracts contemplated herein.

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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein being those amounts set out in an approved County appropriation order for each succeeding year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties may enter into additional Agreement(s), from time to time, to effectuate the funding of approved application-based funding projects.
13. **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 any way 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.
14. **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.
15. **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.

16. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
17. **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.
18. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

BOONE COUNTY, MISSOURI

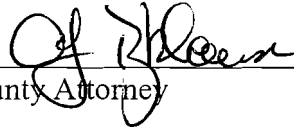
By: 
 Presiding Commissioner

Date: 11/15/2011


ATTEST:


 County Clerk

APPROVED AS TO FORM:


 County Attorney

VILLAGE OF HUNTSDALE

By: 
 Chair, Board of Trustees

Date: 10/12/2011

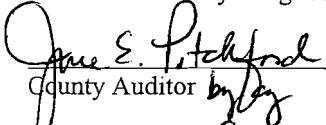
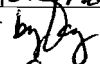
ATTEST:


 Village Clerk

APPROVED AS TO FORM:

 Village 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.)

 11/4/11
 County Auditor by  Date
 No Encumbrance Required

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 - 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 - 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
- 3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
- 4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
 - ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
 - iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.
10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.
11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb
Presiding Commissioner

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

Table with columns A-Z and rows 1-54. Contains financial data for 'Cites, Towns, Villages', 'Road District', and 'Grand Total'. Includes sub-tables for '2010 Actual' vs 'Current Formula' and 'FY 2010 R&B Sales Tax Revenue' vs 'Net Additional Sales Tax Revenue'.

* addition to amounts shown above

CSRD received \$39,555 Surtax Distribution in FY 2010 in

Summary table showing FY 2010 R&B Sales Tax Revenue (11,579,000.00) and Net Additional Sales Tax Revenue (5,514,682.31) with various percentages.

1 Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals)
2 Pro-Forma Distributions using Proposed Formula-based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenue:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

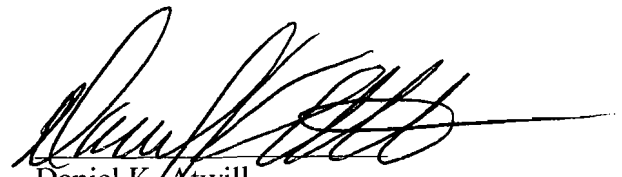
Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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


Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the City of McBaine and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.



Daniel K. Atwill
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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

THIS AGREEMENT, dated this 15 day of November, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of McBaine, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, 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, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties further contemplate that City will receive certain additional funding, from time to time, relating to applications for funding that the City will file with the County as City deems appropriate; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues, as well as allow for additional, application-based agreements between County and City for application-based project funding. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.

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

2. COUNTY AGREEMENTS.

- a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected & Distributed consistent with its obligations under RSMo §137.556.
- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will review and provide feedback to City as to any applications for funding that City files with the County.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 the types of contracts contemplated herein.

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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein being those amounts set out in an approved County appropriation order for each succeeding year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties may enter into additional Agreement(s), from time to time, to effectuate the funding of approved application-based funding projects.
13. **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 any way 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.
14. **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.
15. **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.

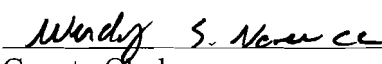
- 16. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- 17. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
- 18. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

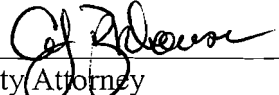
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

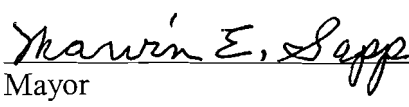
By: 
 Presiding Commissioner

Date: 11/15/2011

ATTEST:

 County Clerk

APPROVED AS TO FORM:

 County Attorney

CITY OF MCBAIN

By: 
 Mayor

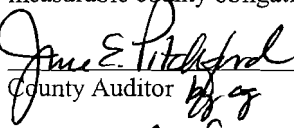
Date: 10-11-2011

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 City 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.)
 11/4/11
 County Auditor Date
No Encumbrance Required

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 - 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 - 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
- 3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
- 4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity’s corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
- ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
- iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.

10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.

11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

day of 20

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
1	Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals)																									
2	Pro-Forma Distributions using Proposed Formula - based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenue:																									
3																										
4																										
5	R & B Tax Levy		Actual Road & Bridge																							
6	Year	Rate	Actual Road & Bridge																							
7	2005	0.2601	0.0475																							
8	2006	0.2601	0.0475																							
9	2007	0.2601	0.0475																							
10	2008	0.2601	0.0475																							
11	2009	0.2632	0.0475																							
12	2010	0.2649	0.0475																							
13																										
14																										
15																										
16																										
17																										
18																										
19																										
20																										
21																										
22																										
23	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec	AV% (B)	Statutory Dist. Due Actual R&B Prop Tax	Sales Tax Distribution To Application Entities	Sales Tax Distribution To Formula Entities (B)	CART & MV Dist to CSRD	Total	Current Formula	2010 Actual Rev Rpl	CART/MV to CSRD	Combined	Difference											
24																										
25																										
26	27 Cities, Towns, Villages:																									
28	Ashland	Formula	43,280,169	2.5%	43,280,169	42.7%	5,005	22,895	n/a	111,519		43,077	n/a	83,077	28,442											
29	Centuria	Formula	43,106,634	2.5%	43,106,634	42.5%	4,755	21,747	n/a	109,785		43,463	n/a	133,463	(13,678)											
30	Columbia	Formula	1,639,395,223	94.2%	n/a	n/a	192,661	881,322	n/a	1,871,560		1,657,715	n/a	1,932,715	(61,155)											
31	Hallsville	Formula	15,015,439	0.9%	15,015,439	14.8%	1,626	7,437	n/a	38,073		14,957	n/a	49,957	(11,883)											
32	Harrisburg	Application	2,251,825	n/a	n/a	n/a	276	1,263	n/a	1,539		2,217	n/a	32,217												
33	Hartsburg	Application	931,866	n/a	n/a	n/a	90	409	n/a	499		944	n/a	944												
34	Huntsdale	Application	143,940	n/a	n/a	n/a	16	75	n/a	92		141	n/a	141												
35	McBaine	Application	108,402	n/a	n/a	n/a	4	20	n/a	24		114	n/a	114												
36	Pierpont	Application	890,864	n/a	n/a	n/a	102	467	n/a	569		872	n/a	10,872												
37	Rocheport	Application	2,569,293	n/a	n/a	n/a	313	1,430	n/a	1,744		2,584	n/a	2,584												
38	Sturgeon	Application	6,524,595	n/a	n/a	n/a	646	2,951	n/a	3,597		6,467	n/a	26,467												
39										65,146.92		n/a	n/a	n/a												
40										65,147		n/a	n/a	n/a												
41	Sub Total All Cities, Towns, Villages:																									
42							205,495	940,018		2,204,149		1,772,552	490,000	2,262,552	(58,403)											
43	Road District																									
44	CSRD		60,967,570	n/a		n/a	22,961	105,035		77,922		190,202	60,000	77,922	(24,486)											
45																										
46	Grand Total			100.0%		100.0%	228,456	1,045,053		2,507,787		1,962,754	550,000	2,500,676	(82,889)											
47																										
48																										
49																										
50	Total AV		1,815,185,820																							
51	Less: CSRD		-60,967,570																							
52	Less: Application Entities		-13,420,785																							
53	Net AV-Formula Entities		1,740,797,465																							
54			101,402,242																							

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the Village of Pierpont and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner
Skip Elkin
Skip Elkin
District II Commissioner

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

THIS AGREEMENT, dated this 15 day of November, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Village of Pierpont, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, 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, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties further contemplate that City will receive certain additional funding, from time to time, relating to applications for funding that the City will file with the County as City deems appropriate; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues, as well as allow for additional, application-based agreements between County and City for application-based project funding. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.

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

2. COUNTY AGREEMENTS.

- a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected & Distributed consistent with its obligations under RSMo §137.556.
- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will review and provide feedback to City as to any applications for funding that City files with the County.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 the types of contracts contemplated herein.

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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein being those amounts set out in an approved County appropriation order for each succeeding year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties may enter into additional Agreement(s), from time to time, to effectuate the funding of approved application-based funding projects.
13. **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 any way 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.
14. **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.
15. **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.

16. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
17. **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.
18. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

BOONE COUNTY, MISSOURI

By:


Presiding Commissioner

Date: 11/15/2011

ATTEST:

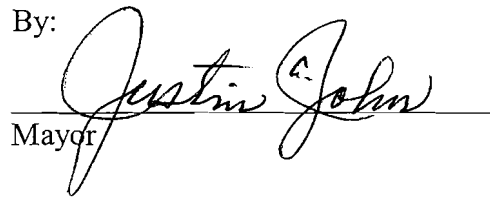
Wendy S. New-cc
County Clerk

APPROVED AS TO FORM:

J. D. Phelan
County Attorney

VILLAGE OF PIERPONT

By:


Mayor

Date: 9-28-2011

ATTEST:

Barry Bean
City Clerk

APPROVED AS TO FORM:

City 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.)

Jane E. Pitchford 11/4/11
County Auditor by Date
No Encumbrance Required

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
- ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
- iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.

10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.

11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

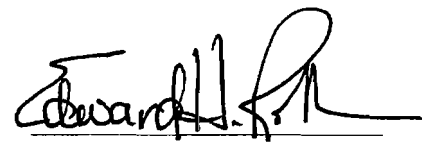
20

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

Done this 28th day of July, 2011.

ATTEST:

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



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

1 Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals);
 2 Pro-Forma Distributions using Proposed Formula- based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenues;

7	8	9	10	11	12	13	14	15	16
Tax Year	R & B Tax Levy Ceiling Rate:	Actual Road & Bridge Tax Levy Rate:							
2005	0.2601	0.0475							
2006	0.2601	0.0475							
2007	0.2601	0.0475							
2008	0.2601	0.0475							
2009	0.2632	0.0475							
2010	0.2649	0.0475							

FY 2010 R&B Sales Tax Revenue:	11,579,000.00	
Less: Total Property Tax Reduction Due to Voluntary Rollback:	(5,064,317.69)	44%
Net Additional Sales Tax Revenue:	6,514,682.31	56%

82.25% Retained by County	5,358,326.20
1.00% Allocated to Application Entities	65,146.82
2.25% Allocated to Formula Entities (excl Columbia) --B	146,580.35
100.00%	6,514,682.31

23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	Current Formula				51					
																												Statutory Dist. Due Actual R&B Prop Tx	Sales Tax Needed to Cover PropTax Roll Back	1.00% Sales Tax Distribution To Application Entities	2.25% Sales Tax Distribution To Formula Entities (B)		CART & MV Dist to CSRD	2010 Actual			
																																		Rev Rpl	Rev Sharing	CART/MV to CSRD	Combined	Difference
Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec (B)	AV%	Actual R&B Prop Tx	Actual PropTax Roll Back	1.00% Sales Tax Distribution To Application Entities	2.25% Sales Tax Distribution To Formula Entities (B)	1.00% Sales Tax Distribution To CSRD	CART & MV Dist to CSRD	Total	Rev Rpl	Rev Sharing	CART/MV to CSRD	Combined	Difference																				
Cities, Towns, Villages:																																					
Ashland	Formula	43,280,169	2.5%	43,280,169	42.7%	5,005	22,895	n/a	62,563	n/a	n/a	111,519	43,077	40,000	n/a	83,077	28,442																				
Centralia	Formula	43,106,634	2.5%	43,106,634	42.5%	4,755	21,747	n/a	62,312	n/a	n/a	109,785	43,463	80,000	n/a	123,463	(13,678)																				
Columbia	Formula	1,639,395,223	94.2%	n/a	n/a	192,661	881,322	n/a	n/a	n/a	n/a	1,871,560	1,657,715	275,000	n/a	1,932,715	(61,155)																				
Hallsville	Formula	15,015,439	0.9%	15,015,439	14.8%	1,626	7,437	n/a	21,705	n/a	n/a	38,073	14,957	35,000	n/a	49,957	(11,883)																				
Harrisburg	Application	2,251,825	n/a	n/a	n/a	276	1,263		n/a		n/a	1,539	2,217	30,000	n/a	32,217																					
Hartsburg	Application	931,866	n/a	n/a	n/a	90	409		n/a		n/a	499	944	-	n/a	944																					
Huntsdale	Application	143,940	n/a	n/a	n/a	16	75		n/a		n/a	92	141	-	n/a	141																					
McBaine	Application	108,402	n/a	n/a	n/a	4	20		n/a		n/a	24	114	-	n/a	114																					
Pierpont	Application	890,864	n/a	n/a	n/a	102	467		n/a		n/a	569	872	10,000	n/a	10,872	(129)																				
Rocheport	Application	2,569,293	n/a	n/a	n/a	313	1,430		n/a		n/a	1,744	2,584	n/a	n/a	2,584																					
Sturgeon	Application	6,524,595	n/a	n/a	n/a	646	2,951		n/a		n/a	3,597	6,467	20,000	n/a	26,467																					
SubTotal All Cities, Towns, Villages:						205,495	940,018	65,147	146,580			2,204,149	1,772,552	490,000	-	2,262,552	(58,403)																				
Road District CSRD		60,967,570	n/a	n/a		22,961	105,035	n/a	n/a		77,922	303,638	190,202	60,000	77,922	328,124	(24,486)																				
Grand Total			100.0%		100.0%	228,456	1,045,053	65,147	146,580		77,922	2,507,787	1,962,754	550,000	77,922	2,590,676	(82,889)																				

51	Total AV	1,815,185,820
52	Less: CSRD	-60,967,570
53	Less: Application Entities	-13,420,785
54	Net AV- Formula Entities	1,740,797,465
		101,402,242

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the City of Rocheport and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.

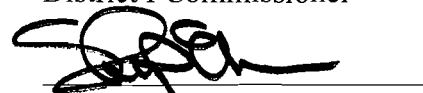
ATTEST:

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



Daniel K. Atwill
 Presiding Commissioner

Absent
 Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

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

THIS AGREEMENT, dated this 15 day of November, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Rocheport, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, 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, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties further contemplate that City will receive certain additional funding, from time to time, relating to applications for funding that the City will file with the County as City deems appropriate; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues, as well as allow for additional, application-based agreements between County and City for application-based project funding. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.

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

2. COUNTY AGREEMENTS.

- a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected & Distributed consistent with its obligations under RSMo §137.556.
- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will review and provide feedback to City as to any applications for funding that City files with the County.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 the types of contracts contemplated herein.

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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein being those amounts set out in an approved County appropriation order for each succeeding year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties may enter into additional Agreement(s), from time to time, to effectuate the funding of approved application-based funding projects.
13. **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 any way 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.
14. **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.
15. **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.

- 16. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- 17. **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.
- 18. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

BOONE COUNTY, MISSOURI

By:


 Presiding Commissioner

Date: 11/15/2011

ATTEST:

Wendy S. Nove-cc
 County Clerk

APPROVED AS TO FORM:

John Blaine
 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.)

James E. Pitchford 11/16/11
 County Auditor *by ay* Date
No Encumbrance Required

CITY OF ROCHEPORT

By:


 Mayor

Date: 9-19-11

ATTEST:

Shirley Jenkins-Old
 City Clerk

APPROVED AS TO FORM:

John Fushione
 City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 - 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 - 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
- 3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
- 4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
- ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
- iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.

10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.

11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____
the following, among other proceedings, were had, viz:

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z																						
1	Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals)																																															
2	Pro-Forma Distributions using Proposed Formula- based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenue:																																															
3																																																
4																																																
5	Tax Year	R & B Tax Levy Ceiling Rate:	Actual Road & Bridge Tax Levy Rate:																							FY 2010 R&B Sales Tax Revenue:			11,579,000.00																			
6	2005	0.2601	0.0475																							Less: Total Property Tax Reduction Due to Voluntary Rollback:			(5,064,317.69)	44%																		
7	2006	0.2601	0.0475																							Net Additional Sales Tax Revenue:			6,514,682.31	56%																		
8	2007	0.2601	0.0475																									82.25%	Retained by County	5,358,326.20																		
9	2008	0.2601	0.0475																									1.00%	Allocated to Application Entities:	65,146.82																		
10	2009	0.2632	0.0475																									2.25%	Allocated to Formula Entities (excl Columbia)--B	146,580.35																		
11	2010	0.2649	0.0475																									100.00%		6,514,682.31																		
12																																																
13																																																
14																																																
15																																																
16																																																
17																																																
18																																																
19																																																
20																																																
21																																																
22																																																
23	Classify	Actual	Actual	Statutory	Sales Tax	1.00%	2.25%			CART & MV	Current Formula																																					
24	Entity	AV at 31-Dec	AV% (A)	Dist. Due Actual R&B Prop Tx	Needed to Cover PropTax Roll Back	Sales Tax Distribution To Application Entities	Sales Tax Distribution To Formula Entities (B)	Sales Tax Distribution to CSRD	Dist to CSRD	Total	Rev Rpl	Rev Sharing	CART/MV to CSRD	Combined	Difference																																	
25	Formula																																															
26	Cities, Towns, Villages:																																															
27	Ashland	43,280,169	2.5%	5,005	22,895	n/a	62,563	n/a	n/a	111,519	43,077	40,000	n/a	83,077	28,442																																	
28	Centralia	43,106,634	2.5%	4,755	21,747	n/a	62,312	n/a	n/a	109,785	43,463	80,000	n/a	123,463	(13,678)																																	
29	Columbia	1,639,395,223	94.2%	192,661	881,322	n/a	n/a	n/a	n/a	1,871,560	1,657,715	275,000	n/a	1,932,715	(61,155)																																	
30	Hallsville	15,015,439	0.9%	1,626	7,437	n/a	21,705	n/a	n/a	38,073	14,957	35,000	n/a	49,957	(11,883)																																	
31	Harrisburg	2,251,825	n/a	276	1,263				n/a	1,539	2,217	30,000	n/a	32,217																																		
32	Hartsburg	931,866	n/a	90	409				n/a	499	944	-	n/a	944																																		
33	Huntsdale	143,940	n/a	16	75				n/a	92	141	-	n/a	141																																		
34	McBaine	108,402	n/a	4	20				n/a	24	114	-	n/a	114																																		
35	Pierpont	890,864	n/a	102	467				n/a	569	872	10,000	n/a	10,872	(129)																																	
36	Rocheport	2,569,293	n/a	313	1,430				n/a	1,744	2,584	n/a	n/a	2,584																																		
37	Sturgeon	6,524,595	n/a	646	2,951				n/a	3,597	6,467	20,000	n/a	26,467																																		
38						65,146.82			n/a	65,147	n/a	n/a	n/a	-																																		
39	SubTotal All Cities, Towns, Villages:			205,495	940,018	65,147	146,580			2,204,149	1,772,552	490,000	-	2,262,552	(58,403)																																	
40	Road District																																															
41	CSRD	60,967,570	n/a	22,961	105,035	n/a	n/a		77,922	303,638	190,202	60,000	77,922	328,124	(24,486)																																	
42	Grand Total		100.0%	228,456	1,045,053	65,147	146,580	77,720	77,922	2,507,787	1,962,754	550,000	77,922	2,590,676	(82,889)																																	
43																																																
44																																																
45																																																
46																																																
47																																																
48																																																
49																																																
50																																																
51	Total AV	1,815,185,820																																														
52	Less: CSRD	-60,967,570																																														
53	Less: Application Entities	-13,420,785																																														
54	Net AV- Formula Entities	1,740,797,465	101,402,242																																													

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

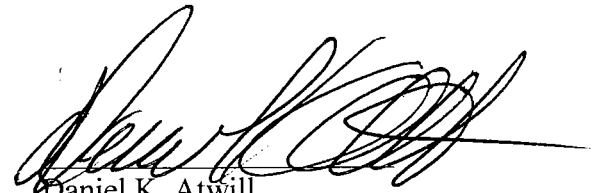
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the City of Sturgeon and Boone County, Missouri for Road & Bridge Improvement/ Repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.

ATTEST:

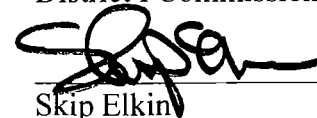
Wendy S. Noren cc
 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner

Absent

Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

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

THIS AGREEMENT, dated this 15 day of November, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Sturgeon, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 294-2011, 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, the parties contemplate that City will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the City; and

WHEREAS, the parties further contemplate that City will receive certain additional funding, from time to time, relating to applications for funding that the City will file with the County as City deems appropriate; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220 and RSMo §229.040.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to City in accordance with County's policies on distributing road sales tax revenue and road property tax revenues, as well as allow for additional, application-based agreements between County and City for application-based project funding. The terms and conditions of Commission Order 294-2011 are incorporated into this agreement by reference.

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

2. COUNTY AGREEMENTS.

- a. County will pay to the City One-Quarter (1/4) of the Actual Road & Bridge Property Taxes Collected & Distributed consistent with its obligations under RSMo §137.556.
- b. County will pay to the City, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.
- c. County will review and provide feedback to City as to any applications for funding that City files with the County.

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.
- 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 to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. 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.
- e. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. 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.

- g. 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 the types of contracts contemplated herein.

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.
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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to City contemplated herein being those amounts set out in an approved County appropriation order for each succeeding year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties may enter into additional Agreement(s), from time to time, to effectuate the funding of approved application-based funding projects.
13. **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 any way 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.
14. **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.
15. **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.

16. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
17. **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.
18. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

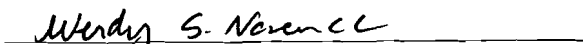
BOONE COUNTY, MISSOURI

By:

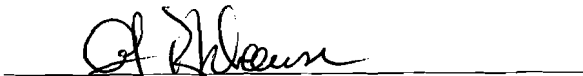

 Presiding Commissioner

Date: 11/15/2011

ATTEST:


 County Clerk

APPROVED AS TO FORM:


 County Attorney


CITY OF STURGEON

By:

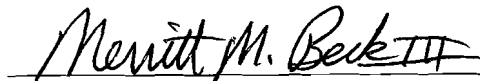

 Mayor

Date: September 28, 2011

ATTEST:

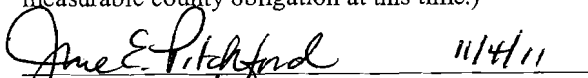

 City Clerk

APPROVED AS TO FORM:


 City Attorney

Boone County Auditor Certification:

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


 County Auditor *by/eg* 11/4/11 Date
No Encumbrance Required

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20____

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
- ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
- iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.

10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.

11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

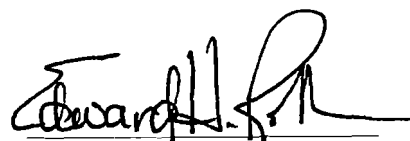
20

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

Done this 28th day of July, 2011.

ATTEST:

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



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

1 Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals)

2 Pro-Forma Distributions using Proposed Formula-based on 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenues

Tax Year	R & B Tax Levy Ceiling Rate:	Actual Road & Bridge Tax Levy Rate:			
2005	0.2601	0.0475			
2006	0.2601	0.0475			
2007	0.2601	0.0475			
2008	0.2601	0.0475			
2009	0.2632	0.0475			
2010	0.2649	0.0475			

FY 2010 R&B Sales Tax Revenue:	11,579,000.00	
Less: Total Property Tax Reduction Due to Voluntary Rollback:	(5,064,317.69)	44%
Net Additional Sales Tax Revenue:	<u>6,514,682.31</u>	56%

82.25% Retained by County	5,358,326.20
1.00% Allocated to Application Entities	65,146.82
2.25% Allocated to Formula Entities (excl Columbia)—B	146,580.35
<u>100.00%</u>	<u>6,514,682.31</u>

Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec	AV% (B)	Statutory Actual R&B Prop Tax	Sales Tax Needed to Cover Prop Tax Roll Back	1.00%		2.25%		CART & MV Dist to CSRD	Total	Current Formula				Difference
								Sales Tax Distribution To Application Entities	Sales Tax Distribution To Formula Entities (B)	2010 Actual								
										Rev Rpl	Rev Sharing			CART/MV to CSRD	Combined			
Cities, Towns, Villages:																		
28 Ashland	Formula	43,280,169	2.5%	43,280,169	42.7%	5,005	22,895	n/a		62,563		n/a	111,519	43,077	40,000	n/a	83,077	28,442
29 Centralia	Formula	43,106,634	2.5%	43,106,634	42.5%	4,755	21,747	n/a		62,312		n/a	109,785	43,463	80,000	n/a	123,463	(13,678)
30 Columbia	Formula	1,639,395,223	94.2%	n/a	n/a	192,661	881,322	n/a		n/a		n/a	1,871,560	1,657,715	275,000	n/a	1,932,715	(61,155)
31 Hallsville	Formula	15,015,439	0.9%	15,015,439	14.8%	1,626	7,437	n/a		21,705		n/a	38,073	14,957	35,000	n/a	49,957	(11,883)
33 Harrisburg	Application	2,251,825	n/a	n/a	n/a	276	1,263			n/a		n/a	1,539	2,217	30,000	n/a	32,217	
34 Hartsburg	Application	931,866	n/a	n/a	n/a	90	409			n/a		n/a	499	944	-	n/a	944	
35 Huntsdale	Application	143,940	n/a	n/a	n/a	16	75			n/a		n/a	92	141	-	n/a	141	
36 McBaine	Application	108,402	n/a	n/a	n/a	4	20			n/a		n/a	24	114	-	n/a	114	
37 Pierpont	Application	890,864	n/a	n/a	n/a	102	467			n/a		n/a	569	872	10,000	n/a	10,872	
38 Rocheport	Application	2,569,293	n/a	n/a	n/a	313	1,430			n/a		n/a	1,744	2,584	-	n/a	2,584	
39 Sturgeon	Application	6,524,595	n/a	n/a	n/a	646	2,951			n/a		n/a	3,597	6,467	20,000	n/a	26,467	
40										n/a		n/a	65,147	n/a	-	n/a	-	
SubTotal All Cities, Towns, Villages:						205,495	940,018	65,147		146,580			2,204,149	1,772,552	490,000	-	2,262,552	(58,403)
Road District																		
44 CSRD		60,967,570	n/a	n/a		22,961	105,035	n/a		n/a		77,922	303,638	190,202	60,000	77,922	328,124	(24,486)
Grand Total			<u>100.0%</u>	<u>100.0%</u>		<u>228,456</u>	<u>1,045,053</u>	<u>65,147</u>		<u>146,580</u>		<u>77,922</u>	<u>2,507,787</u>	<u>1,962,754</u>	<u>550,000</u>	<u>77,922</u>	<u>2,590,676</u>	<u>(82,889)</u>

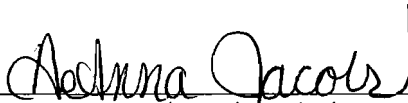
51 Total AV	1,815,185,820
52 Less: CSRD	-60,967,570
53 Less: Application Entities	-13,420,785
54 Net AV- Formula Entities	<u>1,740,797,465</u>

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

CERTIFIED COPY OF CITY ORDINANCE

I, the undersigned DeAnna Jacobs, City Clerk of the City of Sturgeon, Missouri, do hereby certify that the foregoing document is a full, true, complete and exact copy of Ordinance Number 753 duly passed and adopted by the Board of Aldermen of the City of Sturgeon, Missouri on September 28, 2011, as maintained under my direction and control as custodian of the Records for the City of Sturgeon, Missouri.

In Witness Whereof, I have hereunto set my hand and the official seal of the City of Sturgeon, Missouri this 28th day of September, 2011.



DeAnna Jacobs, City Clerk
City of Sturgeon, Missouri

(CITY SEAL)

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF STURGEON, MISSOURI TO EXECUTE A BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR COOPERATIVE AGREEMENT GENERAL AGREEMENT—APPLICATION ENTITIES, WITH BOONE COUNTY, MISSOURI FOR THE CITY TO RECEIVE FUNDING FOR THE MAINTENANCE AND IMPROVEMENT OF STREETS IN THE CITY OF STURGEON, MISSOURI.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STURGEON, MISSOURI, AS FOLLOWS: :

SECTION 1. The Mayor and City Clerk of the City of Sturgeon, Missouri are hereby authorized and directed to execute a Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement—Application Entities on behalf of the City of Sturgeon, Missouri with Boone County, Missouri for the City of Sturgeon, Missouri to receive funding for the maintenance and improvement of streets in the City of Sturgeon, Missouri.

SECTION 2. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

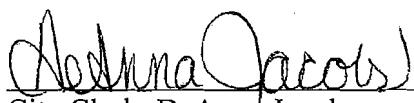
READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Sturgeon, Missouri this 28th day of September, 2011.

THIS ORDINANCE APPROVED by the Mayor of the City of Sturgeon, Missouri this 28th day of September, 2011.



Mayor Gene Kelly

ATTEST:



City Clerk DeAnna Jacobs

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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

Now on this 15th day of November, 2011, the County Commission of the County of Boone hereby approves the Boone County Road and Bridge Improvement/Repair Cooperative Agreement, General Agreement with the Centralia Special Road District. The County Commission further establishes the timing of the payments noted in section 5a of said agreement to be paid on a monthly basis. The Presiding Commissioner is authorized to sign the same.

Done this 15th day of November, 2011.



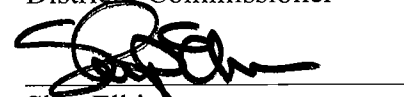
Daniel K. Atwill
Presiding Commissioner

ATTEST:

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

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
GENERAL AGREEMENT – CENTRALIA SPECIAL ROAD DISTRICT**

THIS AGREEMENT, dated this 1ST day of OCTOBER, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Centralia Special Road District, a municipal corporation and political subdivision of the State of Missouri organized and existing under the provisions of RSMo §§233.010-233.165, herein "CSRD".

WHEREAS, County has, in Commission Order 249-2011, adopted 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, the parties contemplate that CSRD will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the CSRD; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220, RSMo §229.040 and RSMo §233.070.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to CSRD in accordance with County's policies on distributing road sales tax revenue and road property tax revenues as reflected in the incorporated Commission Order. The terms and conditions of Commission Order 249-2011 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the CSRD fourth-fifths (4/5) of the Actual Road & Bridge Property Taxes Collected & Distributed consistent with its obligations under RSMo §137.555.
 - b. County will pay to the CSRD, in addition to the sums set out above, an additional sum which equals the theoretical loss of property tax revenues due to the

voluntary rollback of the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. This payment shall be made from sales tax revenues relating to the County's Road & Bridge Sale Tax Levy authorized under RSMo §67.547.

- c. County will pay to the CSRD, in addition to the sums set out above, an additional sum from the Net Additional Sales Tax Revenue in accordance with the terms and conditions of the incorporated Commission Order.

3. CSRD AGREEMENTS.

- a. CSRD agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges.
- b. CSRD 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 CSRD from the County under this agreement have been expended in compliance with this agreement.
- c. CSRD agrees to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. CSRD 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.
- e. CSRD agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. CSRD 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 CSRD's or the County's sovereign immunity as to any third party.
- g. CSRD agrees that, for any work not performed by the CSRD's own employees, CSRD 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 CSRD in letting and carrying out contracts for public works and improvements.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** CSRD represents that the payments from County to CSRD contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.555 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 CSRD contemplated herein will occur as follows:
 - a. Payments of Actual Road & Bridge Property Taxes Collected & Distributed and sales taxes in an amount equivalent to the Property Tax Reduction Due to Voluntary Rollback shall be on a schedule determined by the County Commission.
 - b. Payments of Net Additional Sales Tax Revenue will occur one time per year, near the beginning of the fourth quarter of the calendar year.
6. **REPORTING.** CSRD 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 CSRD 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 CSRD 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.

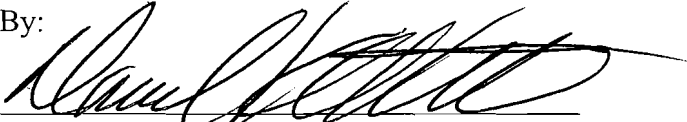
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to CSRD contemplated herein being those amounts set out in an approved County appropriation order for each succeeding 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 any way 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. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties may enter into additional Agreement(s), from time to time, to effectuate the distribution of County Aid Road Trust, or CART, funds.
14. **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.
15. **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.

16. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
17. **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 a writing signed by the parties hereto.
18. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

BOONE COUNTY, MISSOURI

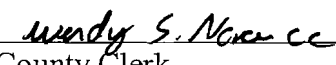
CENTRALIA SPECIAL ROAD DISTRICT

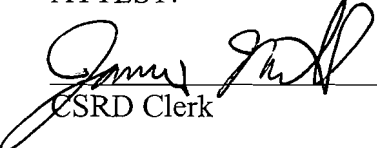
By: 
 Presiding Commissioner


By: 
 Chair of Board of Commissioners


Date: 11/15/2011

Date: 10-1-11

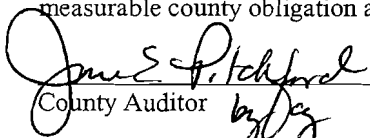
ATTEST:

 County Clerk

ATTEST:

 CSRD Clerk

APPROVED AS TO FORM:

 County Attorney

APPROVED AS TO FORM:

 CSRD 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.)

 11/4/11
 County Auditor Date
No Encumbrance Required

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 28th day of July 20 11

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

Now on this day the County Commission of the County of Boone does hereby enter this Commission Order restating the revised policies on the distribution of property and sales tax revenues to the special road district and the municipalities that are organized and existing in Boone County, Missouri, most recently addressed in Commission Order 249-2011:

WHEREAS, Boone County (hereinafter "the County" or "County") collects certain property and sales taxes that are dedicated to the improvement and maintenance of roads and bridges; and

WHEREAS, the County collects road sales taxes pursuant to a 2007 voter-approved sales tax levy (10-year authorization of levy) of one half of one percent as authorized under RSMo §67.547; and

WHEREAS, the County collects road property taxes pursuant to a voluntarily-reduced levy under the provisions of RSMo §137.555; and

WHEREAS, the County had previously adopted policies and procedures for the distribution of road taxes (property and sales taxes) to the Centralia Special Road District and the municipalities that are organized and existing within the corporate limits of the County (hereinafter collectively referred to as "the Stakeholder Entities" or "Stakeholder Entities") that based distributions from sales tax revenue on assessed valuation; and

WHEREAS, the County's prior policies and procedures provided for a distribution of funds to the Stakeholder Entities that did not consider, among other things, the actual sales tax revenue collections; and

WHEREAS, these prior policies and procedures lead to distributions that were unsustainable; and

WHEREAS, the County Commission has studied the issues and convened several meetings to discuss the situation with the Stakeholder Entities, and

WHEREAS, the County desires to promulgate a new set of policies and procedures that takes into consideration the primary funding source for such distributions – actual collections from the road and bridge sales tax levy – which will replace any and all existing road tax distribution polices and procedures; and

WHEREAS, it is anticipated that these policies and procedures will be implemented with the individual Stakeholder Entities through one or more Intergovernmental Cooperative Agreements between the County and the Stakeholder Entities;

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

NOW, THEREFORE, the County Commission of the County of Boone hereby enacts this Order revising and restating its policies relating to the distribution of sales and property taxes dedicated to the maintenance and improvement of roads and bridges:

1. Stakeholder Entities: The Stakeholder Entities shall consist of all of the municipalities organized and existing in Boone County (as further set out herein) and the Centralia Special Road District. For purposes of these policies, the Stakeholder Entities shall be divided into three groups: Formula Entities, Application Entities and the Centralia Special Road District.
 - a. The following Stakeholder Entities shall be Formula Entities: Ashland, Centralia, Columbia, and Hallsville.
 - i. The Formula Entities shall be further subdivided into the following Groups:
 1. Formula Entities Group A: Ashland, Centralia, Columbia, Hallsville.
 2. Formula Entities Group B: Ashland, Centralia and Hallsville.
 - b. The following Stakeholder Entities shall be Application Entities: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport, and Sturgeon.
 - c. The Centralia Special Road District shall be addressed separately in these policies.
2. Variables and Calculations: Certain variables to be used in the implementation of these policies will be determined as follows:
 - a. The **Road & Bridge Property Tax Levy Ceiling Rate** shall be that rate certified by the Missouri State Auditor as being the maximum permissible levy for Boone County's Road & Bridge tax levy under RSMo §137.555 for the relevant fiscal year.
 - b. The **Actual Road & Bridge Tax Levy Rate** shall be the rate actually levied by the Boone County Commission for its Road & Bridge Property Tax Levy under RSMo §137.555.
 - c. The **Road & Bridge Sales Tax Revenue** shall be the prior fiscal year's actual sales tax revenue collections from the voter-approved Road & Bridge Sales Tax Levy authorized under RSMo §67.547 as determined by the County Auditor.
 - d. The **Assessed Valuation as of December 31** shall be the actual assessed valuation for the relevant political subdivision as of December 31st of the relevant year as certified by the Boone County Clerk.
 - e. The **Total Property Tax Reduction Due to Voluntary Rollback** shall be determined as follows:
 - i. The Net Road & Bridge Property Taxes Distributed shall be divided by the Actual Road & Bridge Tax Levy Rate. That result shall then be multiplied by the applicable Road & Bridge Property Tax Levy Ceiling Rate to determine the **Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

day of

20

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

- ii. The total of the Road & Bridge Taxes That Would Have Been Distributed If There Was No Rollback *less the* Net Road & Bridge Property Taxes Distributed is the Total Property Tax Reduction Due to Voluntary Rollback.
 1. The **Net Road & Bridge Property Taxes Distributed** figure shall be determined by the Boone County Collector and shall consist of the net road & bridge property taxes collected from the 1st day of March of the relevant year through the last day of February of the succeeding year (the Collector's Year), allocated as appropriate to the particular Stakeholder Entity whenever necessary to effectuate these policies. The net property taxes collected and distributed shall be determined by the Boone County Collector in accordance with then-applicable state and local law.
 2. The **Total Property Tax Reduction Due to Voluntary Rollback** figure shall be determined by the Boone County Auditor in coordination with the data provided by the Boone County Collector under the above-described formula.
- f. The **Net Additional Sales Tax Revenue** shall be the Road & Bridge Sales Tax Revenue figure *less* the Total Property Tax Reduction Due to Voluntary Rollback figure.
3. Distributions – Net Road & Bridge Property Taxes: The County will, in compliance with state law, distribute the Net Road & Bridge Property Taxes to the Stakeholder Entities consistent with its obligations under RSMo §137.556 (1/4 of property taxes collected based on property assessed within the boundaries of cities, towns and villages) and RSMo §137.555 (4/5 of property taxes collected based on property assessed within the boundaries of the Centralia Special Road District). Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads and bridges within that Stakeholder Entity's corporate boundaries.
4. Distributions – Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback: The County will exceed its obligations under the ballot language authorizing the Road & Bridge Sales Tax Levy under RSMo §67.547, which provides for the reduction of county property taxes levied for road purposes and an increase in the amounts paid from the county road and bridge fund to the cities and the special road district above that amount required by state law, by distributing to the Stakeholder Entities the theoretical loss of property tax revenues due to the voluntary rollback from the Road & Bridge Tax Levy Ceiling Rate to the Actual Road & Bridge Tax Levy Rate. These Distributions shall be referred to as the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback. Each Stakeholder Entity shall use such funds only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

5. Distributions – Net Additional Sales Tax Revenue: The distributions of the Net Additional Sales Tax Revenue shall be along the following percentages:
 - a. Retained by County Road & Bridge Fund for County use: 82.25%
 - b. Allocated to Application Entities: 1%
 - c. Allocated to Group A Formula Entities based on Assessed Valuation Percentages: 13%
 - d. Allocated to Group B Formula Entities based on Assessed Valuation Percentages: 2.25%
 - e. Allocated to the Centralia Special Road District: 1.5%
 - f. All of the above distributions shall be used by each Stakeholder Entity only for the purpose of improving and maintaining roads, bridges and right-of-ways within that Stakeholder Entity's corporate boundaries.
6. Timing of Distributions:
 - a. Distributions of the Net Road & Bridge Property Taxes Distributed and the Sales Taxes Needed to Cover Property Tax Reduction Due to Voluntary Rollback to all Stakeholder Entities except the Centralia Special Road District shall occur one time per year, typically near the beginning of the fourth quarter. Distributions of these funds to the Centralia Special Road District shall be on a schedule determined by the County Commission.
 - b. Distributions from Net Additional Sales Tax Revenue to the Formula Entities, Groups A and B, and to the Centralia Special Road District, shall occur one time per year, typically near the beginning of the fourth quarter.
 - c. Distributions to Application Entities for application-based funding shall be as determined by the terms of the Cooperative Agreement between the County and the Application Entity which relates to an approved application-based project.
7. Consultation on Projects: The County Commission reserves the right to consult with the Stakeholder Entities as to the priority of projects to be funded in whole or in part with Distributions under these policies.
8. Annual Reports: It is contemplated that the Stakeholder Entities will provide report(s) to the County Commission, at least annually, as to the status of projects funded, or contemplated to be funded, in whole or in part, with Distributions under these policies.
9. Economic Development Adjustment:
 - a. The County Commission reserves the ability to determine, on a case by case basis, any adjustments that should be made to Distributions as a result of any economic development activities of the County or any of the Stakeholder Entities. This may be implemented by revising the Road & Bridge Sales Tax Revenue figure, the Assessed Valuation as of December 31 figure, or such other adjustments as may be equitable in the sole judgment and discretion of the County Commission. This reservation is necessary due to any number of unforeseen circumstances, including but not limited to the following, possible scenarios:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

- i. Sales tax revenue, including Road & Bridge Sales Tax Revenue, that the County receives could be significantly reduced as a result of an economic development effort, such as the creation of a Tax Increment Financing District (TIF).
 - ii. The Assessed Valuation of a Stakeholder Entity may be drastically changed beyond normal growth patterns by the implementation of a Chapter 100 incentive package.
 - iii. The Net Road & Bridge Property Taxes Distributed may be significantly reduced by other economic development efforts or by the acquisition of property by a Stakeholder Entity which had a significant assessed value assigned to it.
10. Nonappropriation: Although this policy reflects the intention of the County Commission, the Distributions contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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 these policies, the decision whether or not to budget or appropriate funds, or to extend any Agreement based on said policies for any subsequent fiscal year, is solely within the discretion of the then-current governing body of Boone County.
11. Example Spreadsheet: A spreadsheet example showing pro-forma distributions to the Stakeholder Entities, (including a contemplated County Aid Road Trust Funds distribution to the Centralia Special Road District not contemplated in the foregoing policy) and the calculations upon which said distributions are made, is attached hereto as an Exhibit and incorporated herein by reference.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Done this 28th day of July, 2011.

ATTEST:

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

Edward H. Robb

Edward H. Robb
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner

EXHIBIT

**SPREADSHEET SHOWING PRO-FORMA DISTRIBUTIONS
BASED UPON 2010 ACTUAL PROPERTY TAX,
ASSESSED VALUATIONS AS OF 12/31/2010, and
2010 ACTUAL SALES TAX REVENUES**

1 Est amount that would be distributed Calendar Year 2011 (based on FY 2010 actuals).
 2 Pro-Forma Distributions using Proposed Calendar Year 2010 Actual Property Tax, Assessed Values at 12/31, and Actual Sales Tax Revenues.
 3
 4
 5 Tax R & B Tax Levy Actual Road & Bridge Tax Levy Rate:
 6 Year Ceiling Rate: Tax Levy Rate:
 7 2005 0.2601 0.0475
 8 2006 0.2601 0.0475
 9 2007 0.2601 0.0475
 10 2008 0.2601 0.0475
 11 2009 0.2632 0.0475
 12 2010 0.2649 0.0475

FY 2010 R&B Sales Tax Revenue: 11,579,000.00
 Less: Total Property Tax Reduction Due to Voluntary Rollback: (5,064,317.69)
 Net Additional Sales Tax Revenue: 6,514,682.31 44%

82.25% Retained by County
 1.00% Allocated to Application Entries
 2.25% Allocated to Formula Entries (extd Columbia)-B

100.00%
 146,580.35
 65,146.82
 5,358,326.20
 6,514,682.31
 6,514,682.31

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
26	Entity	Formula	31-Dec	AV at	AV%	31-Dec	AV at	AV%	31-Dec	AV at	AV%	31-Dec	AV at	AV%	31-Dec	AV at	AV%	31-Dec	AV at	AV%	31-Dec	AV at	AV%	31-Dec	AV at	AV%
27	Cities, Towns, Villages:	Formula	43,280,169	2.5%	43,106,634	2.5%	43,106,634	42.5%	4,757	21,747	n/a	62,312	n/a	62,563	n/a	111,519	43,077	40,000	n/a	83,077	28,442	123,463	n/a	13,678	161,155	11,883
28	Ashland	Formula	43,280,169	2.5%	43,106,634	2.5%	43,106,634	42.5%	4,757	21,747	n/a	62,312	n/a	62,563	n/a	111,519	43,077	40,000	n/a	83,077	28,442	123,463	n/a	13,678	161,155	11,883
29	Centralia	Formula	43,106,634	2.5%	43,106,634	2.5%	43,106,634	42.5%	4,757	21,747	n/a	62,312	n/a	62,563	n/a	111,519	43,077	40,000	n/a	83,077	28,442	123,463	n/a	13,678	161,155	11,883
30	Columbia	Formula	1,639,395,223	94.2%	881,322	192,661	881,322	14.8%	1,626	7,437	n/a	21,705	n/a	21,705	n/a	1,871,560	1,857,715	275,000	n/a	1,932,715	161,155	1,932,715	n/a	161,155	11,883	11,883
31	Hillsville	Formula	15,015,439	0.9%	15,015,439	14.8%	15,015,439	14.8%	1,626	7,437	n/a	21,705	n/a	21,705	n/a	1,871,560	1,857,715	275,000	n/a	1,932,715	161,155	1,932,715	n/a	161,155	11,883	11,883
32	Harrisburg	Application	2,251,825	n/a	n/a	n/a	n/a	n/a	276	1,263	n/a	n/a	n/a	n/a	1,539	2,217	30,000	n/a	32,217	28,442	123,463	n/a	13,678	161,155	11,883	
33	Harrisburg	Application	931,866	n/a	n/a	n/a	n/a	n/a	409	n/a	n/a	n/a	n/a	n/a	499	944	n/a	n/a	944	28,442	123,463	n/a	13,678	161,155	11,883	
34	Hartsburg	Application	143,940	n/a	n/a	n/a	n/a	n/a	75	n/a	n/a	n/a	n/a	n/a	92	141	n/a	n/a	141	141	141	n/a	141	141	141	
35	Huntsdale	Application	108,402	n/a	n/a	n/a	n/a	n/a	20	n/a	n/a	n/a	n/a	n/a	24	114	n/a	n/a	114	114	114	n/a	114	114	114	
36	McBain	Application	890,864	n/a	n/a	n/a	n/a	n/a	102	n/a	n/a	n/a	n/a	n/a	1,744	2,584	n/a	n/a	2,584	2,584	2,584	n/a	2,584	2,584	2,584	
37	Pierpont	Application	2,569,293	n/a	n/a	n/a	n/a	n/a	1,430	2,951	n/a	n/a	n/a	n/a	3,597	6,467	20,000	n/a	26,467	26,467	26,467	n/a	26,467	26,467	26,467	
38	Rockport	Application	6,524,595	n/a	n/a	n/a	n/a	n/a	646	2,951	n/a	n/a	n/a	n/a	65,147	65,147	n/a	n/a	65,147	65,147	65,147	n/a	65,147	65,147	65,147	
39	Surgeon	Application	60,967,570	n/a	n/a	n/a	n/a	n/a	22,961	105,035	n/a	n/a	n/a	n/a	303,638	190,202	60,000	n/a	250,202	250,202	250,202	n/a	250,202	250,202	250,202	
40	SubTotal All Cities, Towns, Villages:		205,495	940,018	65,146.82	65,147	146,580	228,456	1,045,053	65,147	146,580	228,456	1,045,053	65,147	146,580	228,456	1,045,053	65,147	146,580	228,456	1,045,053	65,147	146,580	228,456	1,045,053	
41	Road District		60,967,570	n/a	n/a	n/a	n/a	22,961	105,035	n/a	n/a	n/a	n/a	n/a	303,638	190,202	60,000	n/a	250,202	250,202	250,202	n/a	250,202	250,202	250,202	
42	Grand Total		100.0%	100.0%	100.0%	100.0%	228,456	1,045,053	65,147	146,580	228,456	1,045,053	65,147	146,580	228,456	1,045,053	65,147	146,580	228,456	1,045,053	65,147	146,580	228,456	1,045,053	65,147	
43	Net AV		1,825,185,820																							
44	Less: CSRD		-60,967,570																							
45	Less: Application Entries		-13,420,785																							
46	Net AV- Formula Entries		1,740,797,465																							
47	Total AV		1,825,185,820																							
48	Less: CSRD		-60,967,570																							
49	Less: Application Entries		-13,420,785																							
50	Net AV- Formula Entries		1,740,797,465																							
51	Total AV		1,825,185,820																							
52	Less: CSRD		-60,967,570																							
53	Less: Application Entries		-13,420,785																							
54	Net AV- Formula Entries		1,740,797,465																							

CSRD received \$39,355 Surtax Distribution in FY 2010 in addition to amounts shown above

Current Formula
 2010 Actual
 CART/MV
 Rev
 Rpt
 Sharing to CSRD
 Combined
 Difference

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

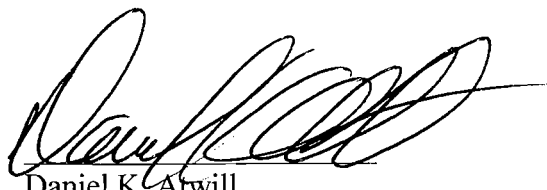
Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

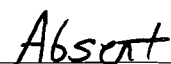
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the Centralia Special Road District and Boone County, Missouri for Road & Bridge Improvement/ Repair (C.A.R.T. and certain motor vehicle funds). The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

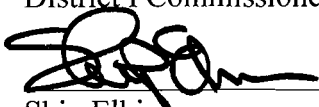
Done this 15th day of November, 2011.



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
(C.A.R.T. AND CERTAIN MOTOR VEHICLE FUNDS)
CENTRALIA SPECIAL ROAD DISTRICT**

THIS AGREEMENT, dated this 1ST day of OCTOBER, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Centralia Special Road District, a municipal corporation and political subdivision of the State of Missouri organized and existing under the provisions of RSMo §§233.010-233.165, herein "CSRD".

WHEREAS, County receives routine distributions of County Aid Road Trust funds (CART funds) as well as certain other motor vehicle funds from the Missouri Department of Revenue; and

WHEREAS, County desires to share a portion of said funding with CSRD to be used by CSRD for purposes authorized in RSMo §231.441; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220, RSMo §229.040 and RSMo §233.070.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the annual funding payments contemplated from County to CSRD of certain funding received routinely from the Missouri Department of Revenue.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the CSRD five percent (5%) of the following routine distributions that it receives from the Missouri Department of Revenue: CART funds (Motor Fuel Tax), remitted portion of the motor vehicle sales tax, and the remitted portion of the motor vehicle fee increases. The payments to CSRD will be from those funds actually received by County from the Missouri Department of Revenue which relate to the foregoing three (3) revenue sources.

3. CSRD AGREEMENTS.

- a. CSRD agrees to use the funds that it receives from County pursuant to this Agreement solely for the purposes contemplated in RSMo §231.441, namely the construction, reconstruction, maintenance and repairs of roads, bridges and highways.
- b. CSRD 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 CSRD from the County under this agreement have been expended in compliance with this agreement.
- c. CSRD agrees to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis, it being understood that the County Commission may direct the uses of said CART funds.
- d. CSRD 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.
- e. CSRD agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- f. CSRD 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 CSRD's or the County's sovereign immunity as to any third party.
- g. CSRD agrees that, for any work not performed by the CSRD's own employees, CSRD 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 CSRD in letting and carrying out contracts for public works and improvements.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** CSRSD represents that the payments from County to CSRSD contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law.
5. **TIMING OF PAYMENTS.** The payments from County to CSRSD contemplated herein will occur quarterly in amounts certified by the Boone County Auditor as representing the five percent (5%) payment called for herein.
6. **REPORTING.** CSRSD 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 CSRSD project were funded or are contemplated to be funded with funds received from the County. In addition, CSRSD will provide County with a copy of its annual financial report that it is required to file with the Missouri State Auditor pursuant to RSMo §105.145 as well as make an annual settlement with the County Commission as contemplated in RSMo §233.150 in August of each year.
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 CSRSD 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. Thereafter, this Agreement shall automatically renew for an additional, one-year term, with the payments from County to CSRSD contemplated herein being those amounts set out in an approved County appropriation order for each succeeding year.

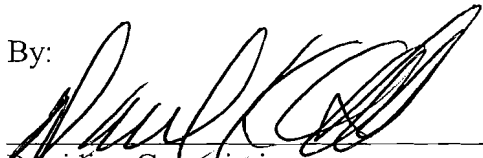
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in any way 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.
13. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties will have in place a Cooperative Agreement which addresses the distribution of road sales tax revenues and road property tax revenues which is separate from, and complementary to, this Agreement.
14. **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.
15. **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.
16. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
17. **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 a writing signed by the parties hereto.
18. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by

order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

BOONE COUNTY, MISSOURI

By:

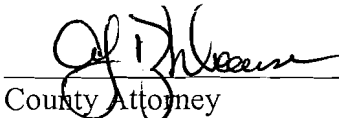

Presiding Commissioner

Date: 11/15/2011

ATTEST:


County Clerk

APPROVED AS TO FORM:


County Attorney

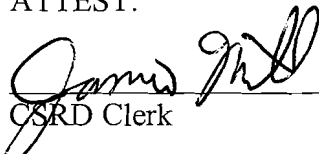
CENTRALIA SPECIAL ROAD DISTRICT

By:


Chair of Board of Commissioners

Date: 10-1-11

ATTEST:

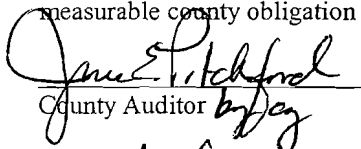

CSRD Clerk

APPROVED AS TO FORM:

N/A
CSRD Attorney

Boone County Auditor Certification:

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


County Auditor *by Jay* Date 11/4/11
No Encumbrance Required

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11


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

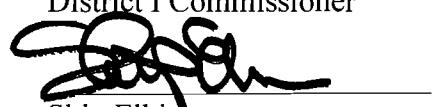
Now on this day the County Commission of the County of Boone does hereby approve the cooperative agreement between the Centralia Special Road District and Boone County, Missouri for Road & Bridge Improvement/ Repair (Additional funding agreement). The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 15th day of November, 2011.


Daniel K. Atwill
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
2011-2012 ADDITIONAL FUNDING AGREEMENT**

THIS AGREEMENT, dated this 1ST day of OCTOBER, 2011, is made and entered into by and between Boone County Missouri, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the Centralia Special Road District, a municipal corporation and political subdivision of the State of Missouri organized and existing under the provisions of RSMo §§233.010-233.165, herein "CSRD".

WHEREAS, County has, in Commission Order 249-2011, adopted 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, the parties contemplate that CSRD will receive certain funding annually from the County to be used for improving and maintaining roads and bridges located within the CSRD; and

WHEREAS, the parties intend to memorialize their mutual understandings regarding such funding in this Cooperative Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, County intends to provide CSRD additional road revenues above the amount contemplated in the policies adopted in Commission Order 249-2011 for the first two years that said policies are implemented by way of this additional funding or "bridge" agreement; and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220, RSMo §229.040 and RSMo §233.070.

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

1. **PURPOSE.** The purpose of this Agreement is to memorialize the additional "bridge" funding payments contemplated from County to CSRD in addition to those revenues distributed pursuant to Commission Order 249-2011, as implemented through a separate cooperative agreement between County and CSRD. The terms and conditions of Commission Order 249-2011 are incorporated into this agreement by reference. This "bridge" funding will be for County's FY2011 and FY2012.
2. **COUNTY AGREEMENTS.**

- a. County will pay to the CSRD, in addition to the sums set out in the “Boone County Road & Bridge Improvement/Repair, Cooperative Agreement, General Agreement – Centralia Special Road District,” which implements the terms of Commission Order 249-2011, an additional sum from the Net Additional Sales Tax Revenue in accordance with the terms and conditions of this Agreement.
- b. For County’s FY2011, County will pay, in addition to the 1.5% of Net Additional Sales Tax Revenue contemplated in Commission Order 249-2011, a sum equal to .25% (.0025) of Net Additional Sales Tax Revenue. This additional .25% of Net Additional Sales Tax Revenue will come from those funds that would have otherwise been retained by County for FY2011 per Commission Order 249-2011.
- c. For County’s FY2012, County will pay, in addition to the 1.5% of Net Additional Sales Tax Revenue contemplated in Commission Order 249-2011, a sum equal to .125% (.00125) of Net Additional Sales Tax Revenue. This additional .125% (.00125) of Net Additional Sales Tax Revenue will come from those funds that would have otherwise been retained by County for FY2011 per Commission Order 249-2011.

3. CSRD AGREEMENTS.

- a. CSRD agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges.
- b. CSRD 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 CSRD from the County under this agreement have been expended in compliance with this agreement.
- c. CSRD agrees to consult with the County on mutually-beneficial road and bridge improvement projects on at least an annual basis.
- d. CSRD 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.
- e. CSRD agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.

- f. CSRD 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 CSRD's or the County's sovereign immunity as to any third party.
 - g. CSRD agrees that, for any work not performed by the CSRD's own employees, CSRD 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 CSRD in letting and carrying out contracts for public works and improvements.
- 4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** CSRD represents that the payments from County to CSRD contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.555 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 CSRD contemplated herein will occur as follows:
 - a. The additional "bridge" payments for FY2011 and FY2012 contemplated herein shall be made at the same time the County makes its payments of the 1.5% of Net Additional Sales Tax Revenue under the general cooperative agreement between County and CSRD implementing the terms of Commission Order 249-2011.
- 6. **IMPLEMENTATION OF NEW POLICIES.** The implementation of the policies adopted in Commission Order 249-2011 will require that the 2011 payments to CSRD under all agreements addressing the distribution of funds from Net Additional Sales Tax Revenue (as defined in Commission Order 249-2011) be offset against payments already made by County to CSRD under the prior road revenue distribution policies. These implementation details shall be as determined by the County Auditor.
- 7. **REPORTING.** CSRD 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 CSRD project were funded or are contemplated to be funded with funds received from the County. The “bridge” funding contemplated herein may be incorporated into reports that CSRD is compiling and filing with County under its general cooperative agreement with County.

8. **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.
9. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of CSRD and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
10. **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.
11. **TERM.** This Agreement shall be in effect from its execution through December 31, 2012, after which time this agreement shall terminate.
12. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
13. **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 any way 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.

14. **NON-EXCLUSIVE.** This Agreement is not intended to be the exclusive Agreement between the parties addressing this subject matter. It is specifically contemplated that the parties will have a general cooperative agreement in place implementing the provisions of Commission Order 249-2011 as well as a cooperative agreement which addresses the distribution of County Aid Road Trust, or CART, funds.
15. **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.
16. **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.
17. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
18. **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 a writing signed by the parties hereto.
19. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

BOONE COUNTY, MISSOURI

CENTRALIA SPECIAL ROAD DISTRICT

By:

[Signature]
Presiding Commissioner

By:

[Signature]
Chair of Board of Commissioners

Date: 11/15/2011

Date: 10-1-11

ATTEST:

[Signature]
County Clerk

ATTEST:

[Signature]
CSRD Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED AS TO FORM:

N/A
CSRD 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.)

[Signature] 11/4/11
County Auditor *by ay* Date
No Encumbrance Required

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

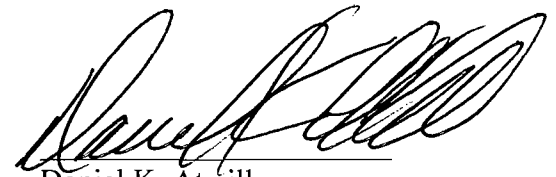
Term. 20 11

In the County Commission of said county, on the 15th day of November 20 11

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

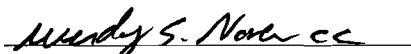
Now on this day the County Commission of the County of Boone does hereby ratify the Agreement with the City of Columbia for a backup dispatch building for Public Safety Joint Communications to be located at the Boone County Sheriff's Department, and further ratifies the granting of a license to the City of Columbia to access County property to maintain certain hydrants and antenna tower.

Done this 15th day of November, 2011.



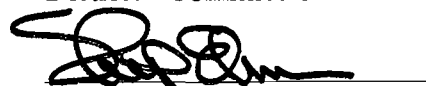
Daniel K. Atwill
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**BOONE COUNTY AND CITY OF COLUMBIA
COOPERATIVE AGREEMENT**

(Amended 8-29-2011)

THIS AGREEMENT is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "Boone County" and the City of Columbia, Missouri, a political subdivision of the State of Missouri, herein "City".

WHEREAS, the City desires to construct a backup dispatch building to serve the Public Safety Joint Communications / Office of Emergency Management; and

WHEREAS, the backup facility will allow Joint Communications to receive and process "9-1-1" calls on a temporary basis if the downtown facility was unavailable for any reason; and

WHEREAS, County has available space at the Boone County Sheriff's Department campus for said dispatch building; and

WHEREAS, locating the backup dispatch facility at the Sheriff's Department property provides additional resources in close proximity that may be desirable or necessary in the event of an emergency; and

WHEREAS, a fire hydrant is located on the Boone County Sheriff's Department campus and other property owned by the County, and the County would like the City to inspect and maintain these fire hydrants; and

WHEREAS, the City desires the ability to access the property for maintenance and testing of the hydrant; and

WHEREAS, the parties are authorized to cooperate with each other for the purposes outlined herein pursuant to the authority granted in RSMo §70.220.

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

1. **Backup Dispatch Building.** City will purchase and install the backup dispatch building (hereinafter "Wood Building") at a mutually-agreed upon location the campus of the Boone County Sheriff's Department property located at 2111 County Drive, Columbia, Missouri 65202. City will install all necessary electrical and communication wiring, as well as any structural necessities such as sidewalks and concrete pad. The City may remove the Wood Building upon notice of termination or as otherwise needed

by the City. The City shall remove any wiring or structural necessities at City's cost or leave them for County at the request of the Boone County Sheriff.

2. **Mobile Generator.** City will provide a Baldor 45 Kw T580 mobile generator, or other mobile generator selected by the City, which will be placed near the Boone Electric transformer box near the basement garage door approach (with the exact location to be as directed by the Boone County Sheriff), as well as provide for the routine maintenance, scheduled inspections and fuel for said generator at City's cost. The City may remove the generator upon notice of termination or as otherwise needed by the City.
3. **Placement of Building.** County will cooperate with City on the placement of the Wood Building at the County Sheriff's Department campus.
4. **Further Actions, Incorporation of Project Proposal.** City and County will take such further actions as are reasonably necessary to effectuate the intent of the Backup Dispatch Building Project Proposal, which are attached hereto as Exhibit "A" and incorporated herein by reference.
5. **Grant of License to Maintain Hydrants.** City is granted a license to access the County's property at 2121 County Drive and 2111 County Drive, Columbia, Missouri, for purposes of inspecting and maintaining the existing fire hydrants depicted in Exhibit "B," which is attached hereto and incorporated herein by reference. The City is granted a similar license to inspect and maintain all other hydrants located on the County's property at 2121 County Drive and/or 2111 County Drive.
6. **Grant of License to Maintain Structure for Antenna Tower.** City is granted a license to access the County's property at 2111 County Drive to place and maintain a structure and an antenna tower for the limited purpose to accommodate shared use by the City and Boone County for noncommercial governmental communication antennas. The County and City will cooperate on the location and placement of the: structure, tower, antenna, all necessary equipment, and maintenance.
7. **Non-appropriation.** All obligations of County and City under this agreement which require the expenditure of funds are conditioned upon the availability of funds appropriated for that purpose.
8. **Assignment.** Neither party may assign or transfer any of its rights or obligations under this agreement without the prior, written consent of the other party.

9. **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.
10. **Notice.** Notices under this agreement may be hand-delivered or sent by U.S. Mail as follows:

If to the City:

City of Columbia
City Manager
PO Box 6015
Columbia, Missouri 65205

If to the County:

Boone County Commission
801 E. Walnut
Columbia, Missouri 65201

With a copy to:

Public Safety Joint Communications
Joint Communications Director
PO Box 6015
Columbia, Missouri 65205

With a copy to:

Boone County Sheriff
2121 County Drive
Columbia, Missouri 65202

11. **Termination.** This Agreement may be terminated by either party upon 180 days written notice to the other party.
12. **Authority.** The individuals signing this agreement below certified that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties, through their duly-authorized representatives, have executed this Agreement which shall be deemed effective as of the date of the last party to execute the same.

Executed by Boone County this 4th day of November, 2011.

Executed by the City of Columbia this 31st day of October, 2011.

CITY OF COLUMBIA

By: [Signature]
Mike Matthes, City Manager

BOONE COUNTY

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

ATTEST:

[Signature]
Sheela Amin, City Clerk

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

APPROVED AS TO FORM:

[Signature]
Fred Boeckmann, City Attorney

APPROVED AS TO FORM:

[Signature]
C.J. Dykhouse, County Counselor

APPROVED - PSJC:

[Signature]
Zim Schwartze, Director

APPROVED - BCSD:

[Signature]
Dwayne Carey, Boone County Sheriff

FINANCE OFFICER CERTIFICATION
I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there exists a sufficient, unencumbered appropriation balance.

[Signature]
John Blattel, Finance Director Date

AUDITOR CERTIFICATION
I hereby certify that this contract is within the purpose of the appropriation to which it is charged and there exists a sufficient, unencumbered appropriation balance.

[Signature] by JMB 11/09/2011
June E. Pitchford, Auditor Date
No encumbrance required

EXHIBIT "A"

Backup Dispatch Building Project Proposal

Backup Dispatch Building – Boone County Sheriff's Department

Submitted by Public Safety Joint Communications/
Office of Emergency Management
January, 2011

This project is designed to allow call-taking and dispatch capabilities at an alternate location from the current PSJC building. Reasons for primary dispatch evacuation could range from smoke/gas odor in the building, to power problems, to something catastrophic such as a tornado. This should provide the following functions in the event of a problem at PSJC:

- Receive and process 911 calls
- Maintain radio communication with public safety agencies
- Ability to activate warning sirens
- Access to CAD if infrastructure remains operational
- Public notification of emergencies requiring Internet access(RapidNotify, Nixle, etc)
- Location allows geographic separation in case much of downtown is impacted
- May allow additional call-taking positions for handling extreme call volume during a major event that does not require evacuation

This is our proposal in order to accomplish these objectives for the building at the Boone County Sheriff's Department:

- 12'x21' insulated wood building on a concrete pad with internal heat and air conditioning. Building will be constructed off-site and delivered by truck. Building will eventually house radio equipment, tone encoders, computers, phones, ACU-1000, and other electrical and office equipment. When new phone system is purchased, a second rack of equipment will be placed inside allowing redundancy for the phone equipment at PSJC.
- Commercial power supplied from a separate meter, potentially mounted on a nearby utility pole.
- Mobile generator on a trailer placed near the wood building. The trailer is approximately 13'x6' and would be placed on a concrete pad slightly larger with vehicle access via concrete or gravel so that the generator can be moved to another location if needed.
- Radio antennas attached to top of nearby utility pole. Existing antennas on utility pole on southeast side of the parking lot would be removed.
- Access to BCSD computer network for 4-6 computers which will provide both Internet access and access to City resources (primarily CAD) via fiber optic.
- Several analog phone lines to be installed by CenturyLink.
- Access to several parking spaces during use of the facility as well as occasional training for shifts of 5-7 people. In the event of long-term use (more than several hours) access to restrooms and the break room at BCSD would be desired.

Basic Specifications for Back up Dispatch Building

Public Safety Joint Communications

2121 County Drive, Columbia, MO

1. Supplier to furnish, deliver and off-load one (1) wood frame outdoor equipment shelter as specified.
2. Fabrication and installation of all materials and supplies will be in accordance with individual manufacturer's directions.
3. Basic structure to be build with at least the following features and specifications:
 - A. Framing:
 1. 2x4 studs, rafters and plates, studs on 16" center
 2. 2x6 floor joists, nominal 16" centers
 3. 6x6 CCA treated skids
 4. 8 sheets of 8' x 4 x 7/16" OSB (oriented strand board) to encapsulate flooring insulation
 5. Using framing members, form box support around each sidewall opening for air conditioner and door
 - B. Outside Sheathing:
 1. Weather resistant T1-11, textured Masonite, or equivalent exterior rated hardboard siding. Lap siding not acceptable
 2. Furnish wood trim at all outside corners, door and air conditioner openings, and at frieze joints and horizontal sheathing joints.
 - C. Roof:
 1. Furnish nominal 25-year, color to match exterior of the Boone County Sheriff's Department, composition shingle roof installed over base of roofing felt.
 2. Frame and install shelter and roofing in nominal 3:12 pitch
 - D. Inside sheathing:
 1. Furnish nominal 5/8" plywood or equivalent sheathing to cover floor
 2. Furnish nominal 1/2" plywood or equivalent sheathing to cover walls and peaked ceilings.
 - E. Insulation:
 1. Fully insulate ceiling rafters and walls with nominal R-11, 3-1/2" fiberglass insulations.
 2. Fully insulate floor with nominal R-19, 5-1/2" fiberglass insulation.

F. Paint:

1. Paint exterior with one coat primer and one finish coat, color to match exterior of the Boone County Sheriff's Department.
2. Paint interior floor with two coats light gray floor finish.
3. Paint interior walls and peaked ceiling with two coats (or one coat primer and one finish coat), nominal white color.

G. Door:

1. Furnish nominal 3'-0" x 6'-8" steel clad, insulated, pre-hung, exterior door to swing out as shown.
2. Furnish keyed lockset with two keys for door. Single long throw deadbolt is acceptable.

H. Size:

1. Furnish shelter with 8' high side walls
2. Furnish shelter with nominal 12' x 21' L exterior dimensions
3. Install door and provide air conditioner openings as shown in drawing.

I. Delivery:

1. Deliver and off-load at a specified location at the Boone County Sheriff's Department located at 2121 County Drive.

Basic Layout and Dimensions
Wood Frame Shelter for Columbia/Boone County Radio System

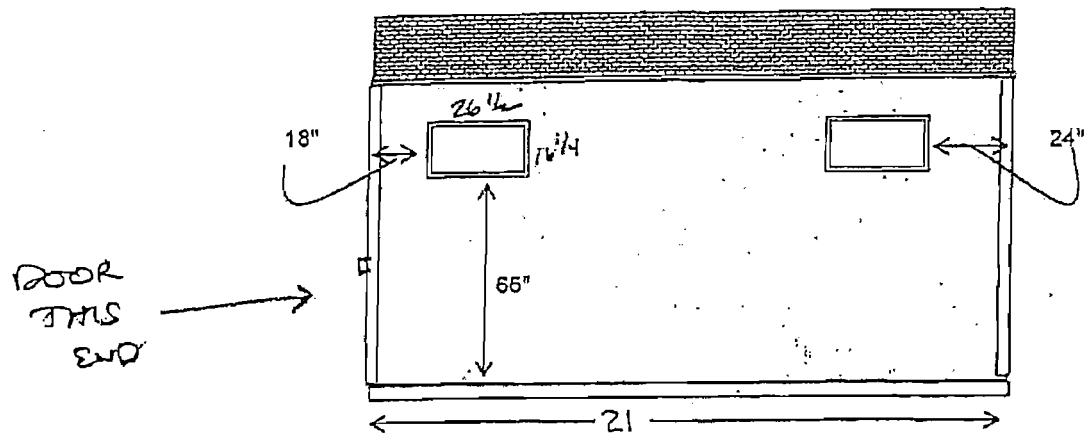
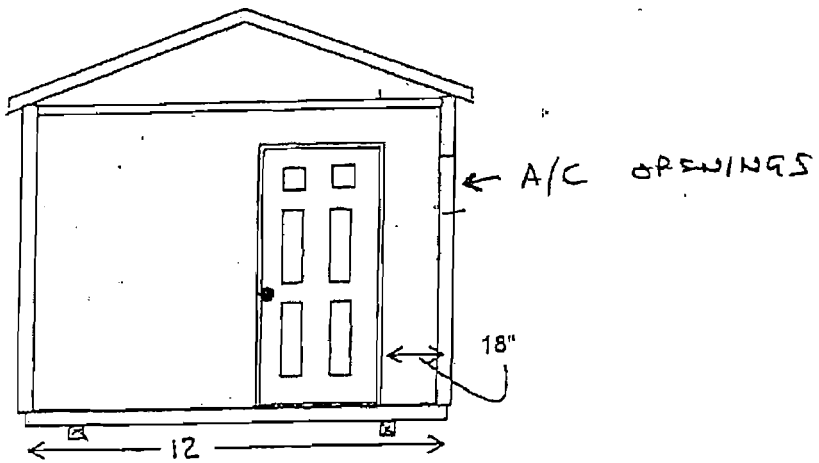
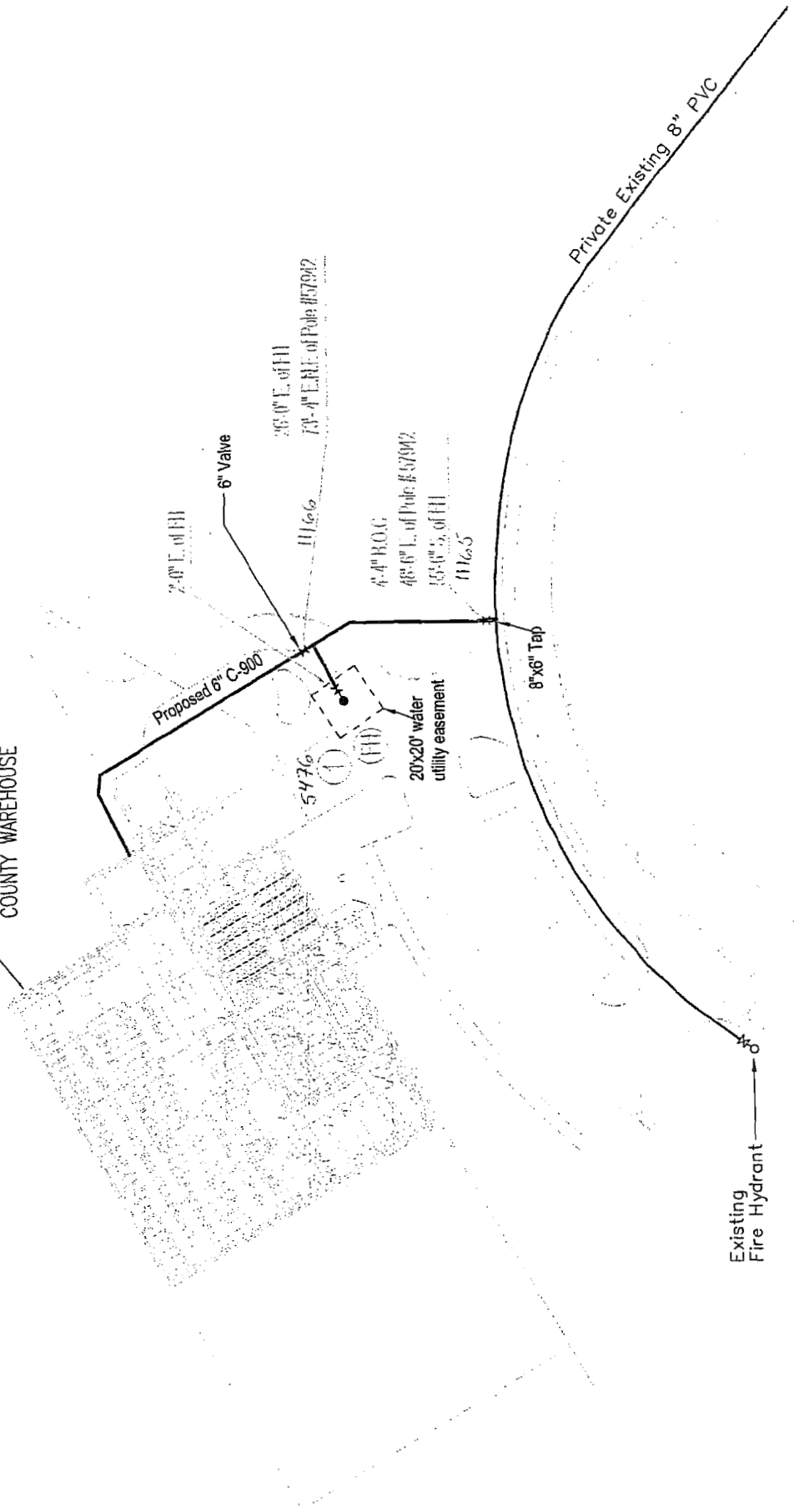


Exhibit "B"

Depiction of Subject Fire Hydrant

PROPOSED BOONE
COUNTY WAREHOUSE



Proposed 6" C-900

6" Valve

2'-0" E. of HI

30'-0" E. of HI
73'-4" E.N.E. of Pole #57942

4" B.O.C.
48'-0" E. of Pole #57942
15'-6" S. of HI

5'-4 7/8'

20'x20' water
utility easement

8"x6" Tap

Private Existing 8" PVC

Existing
Fire Hydrant