

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

14th

day of April

20 15


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 4340 Lang Drive, parcel #12-501-16-03-028.00 01.

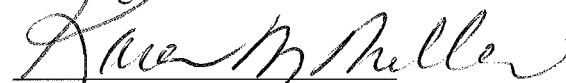
Done this 14th day of April, 2015.

ATTEST:

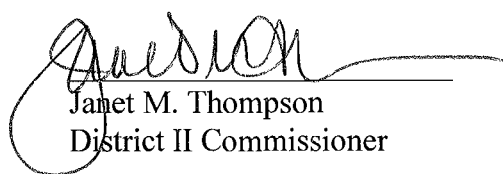
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



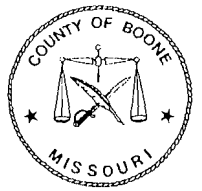
Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

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

Shern Jesse F
4340 E Lang Drive
Columbia, MO 65202

An inspection of the property you own located at 4340 E Lang Drive (parcel # 12-501-16-03-028.00 01) was conducted on March 19, 2015 and revealed a large amount of trash sitting in the driveway and junk on the front porch.

This condition is hereby declared to be a public 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 6.5. 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 under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special 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,

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 19th day of March 2015 by MA.

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

4340 Lang Drive

ACTIVITY LOG

03/10/2015 citizen complaint received

03/19/2015 complaint investigated – trash and junk on the premises

03/19/2015 Notice of violation send via Certified Mail

03/20/2015 Second citizen complaint received

03/20/2015 Certified letter was undeliverable- no none new address

03/25/2015 Sent to newspaper for publication

04/29/2015 Posted In the newspaper-no response

04/06/2015 reinspection conducted-violation still present plus more than was there on first visit

04/06/2015 pictures taken

04/06/2015 hearing notice sent via First Class Mail

04/08/2015 no contact has been made

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

In Re: Nuisance Abatement)	April Session
4340 Lang Drive)	April Adjourned
Columbia, MO 65202)	Term 2015
)	Commission Order No. <u>153-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 14th day of April 2015, 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: trash in driveway, on trailer and front porch
4. The location of the public nuisance is as follows: 4340 E Lang Dr. Meadow Lakes SD #1, Lot 27 A (a/k/a parcel #12-501-16-03028.00 01) Section 16, Township 49, Range 12 as shown by deed book 4323 page 0059, Boone County
5. The specific violation of the Code is: large amount of trash sitting in driveway, on trailer, and front porch on premises in violation of sections 6.5 of the Code. 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 15 day of September, 2014, 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.

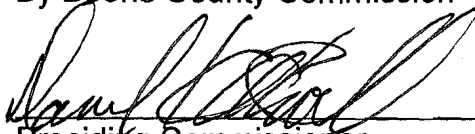
Order For Abatement Chargeable As a Special Assessment To The Property

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.

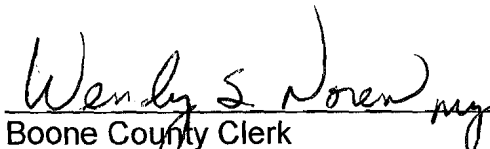
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

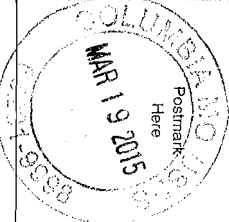
7012 2920 0002 4698 1852

U.S. Postal ServiceTM
CERTIFIED MAILTM 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 Postage & Fees	\$ 6.48



Sent to **Jesse Stern**
 Street, Apt. No., or PO Box No. **4340 Lang Dr.**
 City, State, ZIP+4 **Columbia MD 21032**

PS Form 3800, August 2006 See Reverse for Instructions

March 20 - certified
 letter undelivered
 3/25 - sent to newspaper
 15 days
 April 8th 15 days
 Hearing April 14th
 9:30am

Mar 10, 2015 4:01:13 PM CDT

File Edit Commands Help

6182 PUBLIC SECTOR
 Naviline

6182

- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 6182 Status: Open Entity: City of Columbia
 Description: 4340 Lang Dr. Meadow Lake Sub.
 Comments
 Trash and carpet pieces.

Call Details

Call type: CE-County Nuisance
 Entry date/time: 03/10/2015 09:24:30
 Entry user ID: Niles, Michelle M Health
 Origin:
 Work group: Environmental Health

Contact Information

Q Contact ID: 154830
 Contact name: Undefined
 Q From phone: (573) 555-5555
 Customer:
 Location:
 Service:

Call Assignment/Notification

Contact notification: Call back
 Notification date:
 Email updates: No
 Notification user:
 Forward to user: Dewrock, Britni M - HL Env. I

Close Information

Close date/time: 00:00:00
 Close user:
 Elapsed time:
 Action taken:

Print
 Cancel
 Exit
 Refresh
 Toggle Inform...
 Contact Inquiry

2nd Complaint 3/20
 3rd Complaint 3/25

W. Lang - Subject
 to E. Lang



Britni Dewrock <bmdewroc@gocolumbiamo.com>

County Nuisance

Katherine Cox <khcox@gocolumbiamo.com>

Wed, Mar 25, 2015 at 8:44 AM

To: Michala Wekenborg-Tomka <mawekenb@gocolumbiamo.com>, Kristine Vellema <knvellem@gocolumbiamo.com>, Britni Dewrock <bmdewroc@gocolumbiamo.com>

Jim Balor
573-881-5084

4340 E Lang Dr

Months of trash buildup in driveway, animals getting in trash. He thinks they are renters.

--

Katherine Cox
Environmental Public Health Specialist
Columbia/Boone County Public Health and Human Services
573-874-7346
www.gocolumbiamo.com



Boone County Assessor

Boone County Government Center
801 E. Walnut, Room 143
Columbia, MO 65201-7733

Office (573) 886-4270
Fax (573) 886-4254

Parcel 12-501-16-03-028.00 01

Property Location 4340 E LANG DR

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

Owner **SHERN JESSE F**
Address **4340 E LANG DR**
City, State Zip **COLUMBIA, MO 65202**

Subdivision Plat Book/Page **3454 0002**

Section/Township/Range **16 49 12**

Legal Description **MEADOW LAKES SD #1 (AMENDED)
LOT LINE ADJUSTMENT LOT 27A**

Lot Size **96.00 x 150.00**

Deed Book/Page **4323 0059** **3564 0057** **3553 0008** **3387 0085**

<i>Current Appraised</i>				<i>Current Assessed</i>			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	13,400	69,800	83,200	RI	2,546	13,262	15,808
Totals	13,400	69,800	83,200	Totals	2,546	13,262	15,808

Most Recent Tax Bill(s)

Residence Description

Year Built **1968**
Use **SINGLE FAMILY (101)**

Basement	FULL (4)	Attic	NONE (1)
Bedrooms	4	Main Area	1,248
Full Bath	3	Finished Basement Area	0
Half Bath	0		
Total Rooms	7	Total Square Feet	1,248

[Home](#) | [Legal Administration](#)

INSTRUMENT #2014012455 - 10/1/14

Page 1 of 1

Nora Dietzel
Boone County , Missouri - Recorder of Deeds

[Click Here To View Document](#)

Boone County Recorder of Deeds
801 East Walnut, Rm. 132
Columbia, MO 65201-7728

(573) 886-4345 Office
(573) 886-4359 Fax

Document recording information

Instrument QTCL - QUIT CLAIM DEED
Document No. 2014012455
Book 4323
Page 59
Recording Date 7/3/2014 12:13:41 PM
Dated date 6/26/2014

Referenced By This Document (0)

References To This Document (0)

Grantor(s) (1)

SHERN, CARROLL

Grantee(s) (1)

SHERN, JESSE

Grantee's Address

4340 EAST LANG DR
COLUMBIA, M 65202

Legal Description(s) (1)

LT 27A MEADOW LAKES SUBDIVISION NO 1 LOTS 27&28

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CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Shern Jesse F
4340 E Lang Drive
Columbia, MO 65202

An inspection of the property you own located at 4340 E Lang Drive (parcel #12-501-16-03-028.00 01) was conducted on March 20, 2015 and revealed a large amount on trash in the driveway, in a trailer on the property and on the front porch. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday April 14, 2015 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,

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 7th day of April 2015 by mm.

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

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Candra Galiley, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

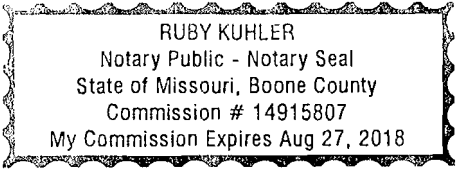
- 1st Insertion _____ March 29, 2015
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$63.79
Printer's Fee

By: Candra Galiley
Candra Galiley

Subscribed & sworn to before me this 30 day of March, 2015

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Shern Jesse
4340 E Lang Drive
Columbia, MO 65202

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Meadow Lakes SD #1, Lot 27A, a/k/a 4340 E Lang Dr., as shown by deed book 4323 page 0059

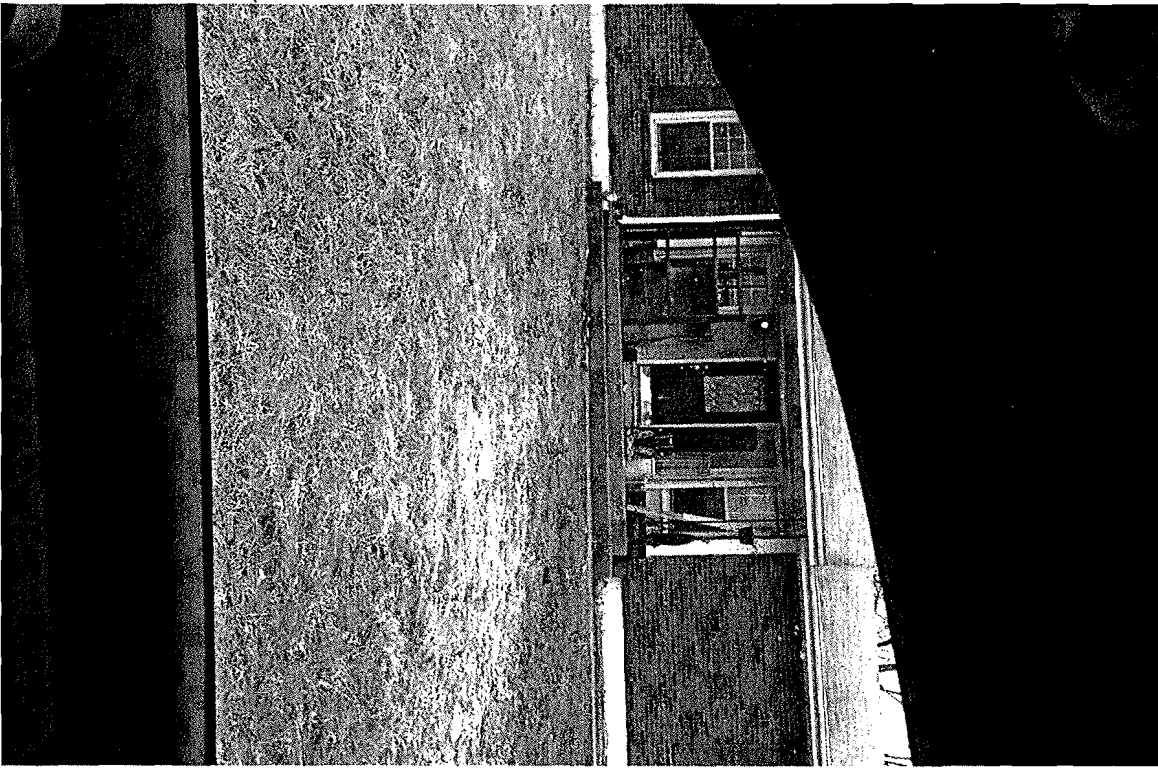
Type of Nuisance: junk, trash, rubbish, a derelict and/or inoperable appliance and other items.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

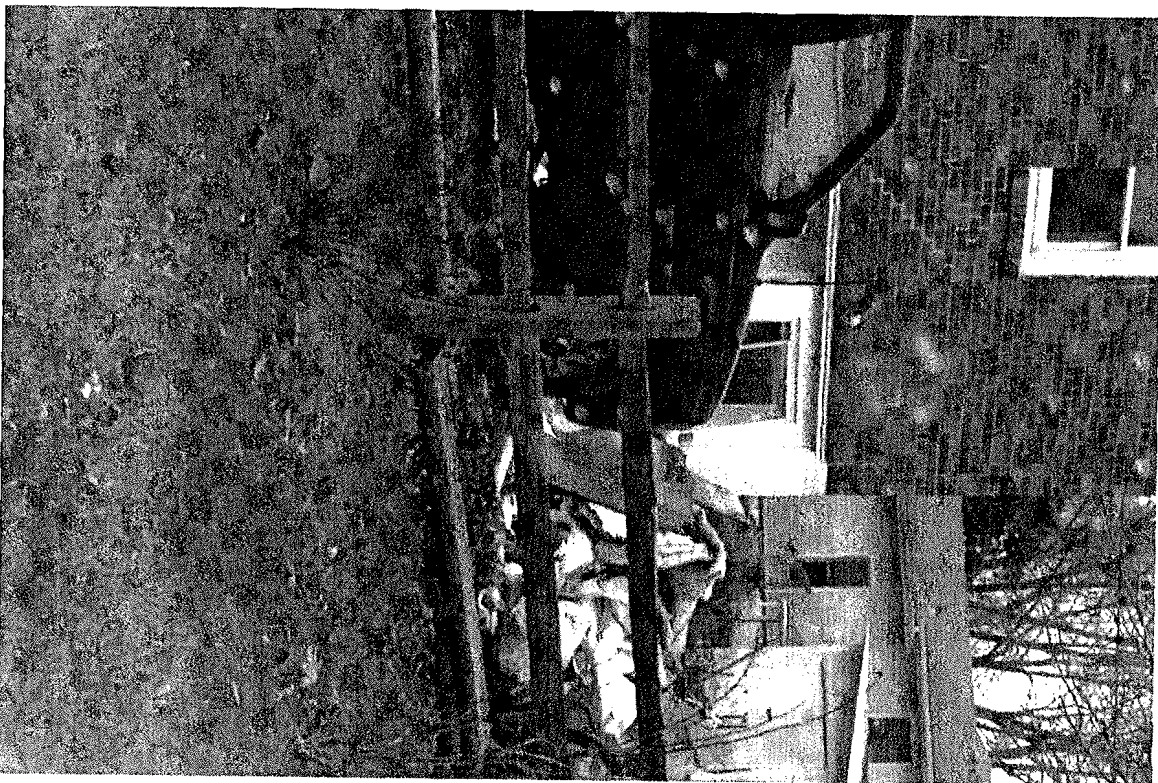
Date of Declaration, Order and Publication: Stephanie Browning, Director, Columbia/Boone County Department of Public Health

INSERTION DATE: March 29, 2015.

4340 Lang Dr.
March 19 2015



4340 Lang Dr.
March 19 2015





4340 Lang Drive 4/6/15

4340 Lang Dr
4/6/15



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 14th day of April 20 15

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

Now on this day the County Commission of the County of Boone does hereby authorize and approve certain documents and actions for the issuance of a temporary loan in connection with the Manchester Heights Sanitary Sewer Neighborhood Improvement District, including:

1. Bond Order Authorizing Issuance of the General Obligation Bond Series 2015
2. Resolution Authorizing the Loan Agreement with USDA – Rural Development
3. USDA – Rural Development Loan Agreement
4. Boone County Preliminary Closing Certificate for General Obligation Bonds Series 2015

Done this 14th day of April, 2015

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

ORDER

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Schedule 1 – Certain Terms of the Bond
 Exhibit A – Form of Bond

**ORDER AUTHORIZING AND DIRECTING THE ISSUANCE,
SALE AND DELIVERY OF A GENERAL OBLIGATION BOND,
SERIES 2015, OF BOONE COUNTY, MISSOURI; PRESCRIBING
THE FORM AND DETAILS OF SAID BOND; PROVIDING FOR
THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE
PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON
SAID BOND AS THEY BECOME DUE; AND AUTHORIZING
CERTAIN OTHER DOCUMENTS AND ACTIONS IN
CONNECTION THEREWITH.**

WHEREAS, Boone County, Missouri (the “**County**”), is a first-class county and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the constitution and laws of the State of Missouri; and

WHEREAS, the County is authorized under the provisions of Article VI, Section 26 of the Constitution of Missouri, 1945, as amended, and Section 108.010 *et seq.*, of the Revised Statutes of Missouri, 1986, as amended (the “**General Obligation Bond Law**”), to incur indebtedness and issue and sell general obligation bonds of the County to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the County voting on the question to incur indebtedness at a general election; and

WHEREAS, pursuant to the General Obligation Bond Law, an election was duly held in the County at the general election on November 4, 1997 (the “**Election**”), on the question whether to issue the general obligation bonds of the County in the amount of \$5,500,000 for the purpose of paying costs of constructing, installing and extending main and lateral storm water drains and sanitary sewer systems and appurtenances thereto; and

WHEREAS, the votes cast at the Election were duly canvassed as provided by law, and it was found and declared that more than four-sevenths of the qualified voters of the County voting at said election on said question voted in favor of the issuance of said bonds, the vote on said question having been 8,131 votes for the issuance of said bonds and 2,874 votes against the issuance of said bonds; and

WHEREAS, the County has heretofore issued bonds authorized at the Election, as follows:

<u>Series Designation</u>	<u>Date of Authorizing Order</u>	<u>Date of Bonds</u>	<u>Principal Amount Authorized</u>
2000	05/02/2000	05/15/2000	\$ 280,000
2008	12/09/2008	12/19/2008	1,700,000
2010	01/21/2010	01/28/2010	179,900
2010A	08/19/2010	08/30/2010	204,000
2011B	10/13/2011	10/27/2011	<u>71,000</u>
			\$2,434,900

WHEREAS, the County now desires to issue additional bonds so authorized at said election, in the principal amount set forth on **Schedule 1** hereto; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the County and of its inhabitants at this time to authorize the issuance and delivery of said bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Order shall have the following meanings:

“**Bond Counsel**” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the County.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable.

“**Bond Register**” means the books for the registration, transfer and exchange of the Bond kept at the office of the Paying Agent.

“**Bondowner**” or “**Registered Owner**” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Bond**” or “**Bonds**” means the General Obligation Bond, Series 2015, authorized and issued by the County pursuant to this Order.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**County**” means Boone County, Missouri, and any successors or assigns.

“**Debt Service Fund**” means the fund by that name referred to in **Section 501** hereof.

“**Defaulted Interest**” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“**Defeasance Obligations**” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in a rating category by Moody's or Standard & Poor's Ratings Group that is no lower than the rating category then assigned by that rating agency to United States Government Obligations.

"Federal Tax Certificate" means the County's Federal Tax Certificate relating to the Bond, as the same may be amended or supplemented in accordance with the provisions thereof.

"General Obligation Bond Law" means Article VI, Section 26 of the Constitution of Missouri, 1945, as amended, and Section 108.010 *et seq.*, of the Revised Statutes of Missouri, as amended.

"Government" means the United States of America, acting through the United States Department of Agriculture.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Order" means this Order passed by the County Commission of the County, authorizing the issuance of the Bond, as amended from time to time.

"Original Issue Date" means the date on which the Bond is fully paid for and is delivered to the Purchaser set forth on **Schedule 1** hereto.

"Outstanding" means, when used with reference to the Bond, as of any particular date, the Bond theretofore issued and delivered hereunder, except the following:

(a) A Bond theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) A Bond or installments of principal thereof deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Any Bond in exchange for or in lieu of which another Bond has been registered and delivered hereunder.

“Paying Agent” means the party designated as Paying Agent pursuant to **Section 203** hereof and any successors and assigns.

“Permitted Investments” means any of the following securities, if and to the extent the same are at the time legal for investment of the County’s funds:

(a) United States Government Obligations;

(b) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clause (a) which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(c) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” means constructing, installing and extending main and lateral storm water drains and sanitary sewer systems and appurtenances thereto, specifically including paying a portion of the costs of the Manchester Heights Neighborhood Improvement District Project.

“Project Fund” means the Project Fund referred to in **Section 501** hereof.

“Purchaser” means (1) the Government, or (2) if and to the extent any rights, privileges or duties of the Government hereunder are assigned by the Government pursuant to an assignment of the County’s Loan Resolution (Form RD 1942-47) applicable to the Bond herein authorized, the Government’s assignee.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Order.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Order, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Order as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the County.

ARTICLE II

AUTHORIZATION OF BOND

Section 201. Authorization of Bond. There shall be issued and hereby are authorized and directed to be issued a General Obligation Bond, Series 2015, of the County in the principal amount set forth in **Schedule 1** hereto (the “**Bond**”), for the purpose of paying costs of constructing, installing and extending main and lateral storm water drains and sanitary sewer systems and appurtenances thereto, specifically including paying a portion of the costs of the Manchester Heights Neighborhood Improvement District Project.

Section 202. Description of Bond. The Bond shall consist of a fully registered bond without coupons in the principal amount set forth in **Schedule 1** hereto. The Bond, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. The Bond shall be dated as of its Original Issue Date and shall bear interest from the Original Issue Date at interest rate of 2.75% per annum, payable annually on the anniversary of the Original Issue Date in each year.

The Bond shall be issued as a single fully registered Bond with principal and interest payable in annual installments set forth in **Schedule 1** hereto beginning on the first (1st) anniversary of the Original Issue Date, and annually thereafter on each anniversary of the Original Issue Date except that the entire remaining principal and interest on such Bond, if not sooner paid, shall become due and payable on the 20th anniversary of the Original Issue Date. The payment of each such annual installment shall be applied first to accrued interest and then to principal.

Schedule 1 attached hereto shall be completed with the final principal amount of the Bond, the interest rate on the Bond, the annual principal and interest installments for the Bond, and the Original Issue Date, which terms shall be within the parameters set forth on **Schedule 1**. **Schedule 1** shall be executed by the County Treasurer whose signature shall constitute conclusive evidence of the approval of such final terms for the Bond by the County Commission.

Section 203. Designation of Paying Agent. The Treasurer of the County is hereby designated as the County's paying agent for the payment of principal of and interest on the Bond and bond registrar with respect to the registration, transfer and exchange of the Bond (herein called the "Paying Agent"); provided, however, that upon the request of the Registered Owner the Bond, the County may by order authorize a bank or trust company having its principal office in Missouri to act as paying agent and bond registrar for the Bond.

The County will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The County reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. No resignation or removal of the Paying Agent shall become effective until (i) a successor has been appointed and has accepted the duties of the Paying Agent and (ii) as long as the Bond is owned or insured by the Purchaser, such successor has been approved by the Purchaser.

Every Paying Agent appointed hereunder shall at all times be either (a) the Treasurer of the County or (b) a commercial banking association or corporation or trust company located in the State of Missouri organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of the Bond. The installments of principal or Redemption Price of and interest on the Bond shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The installments of principal, or Redemption Price of installments of principal, of the Bond shall be paid by check or draft mailed by the Paying Agent to the Person in whose name the Bond is registered on the Bond Register at the Maturity thereof, provided that the final installment of principal or the Redemption Price of all remaining principal shall be paid upon presentation and surrender of such Bond at the office of the Paying Agent.

The interest payable on the Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The County shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the County of such Special Record Date and, in the name and at

the expense of the County, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on the Bond and at least annually shall forward a copy or summary of such records to the County.

Section 205. Registration, Transfer and Exchange of the Bond. The County covenants that, as long as the Bond remains Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of the Bond as herein provided.

The Bond may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of the Bond at the office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond in the principal amount of the outstanding and unpaid principal of the Bond that was presented for transfer or exchange. A Bond presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging the Bond is exercised, the Paying Agent shall authenticate and deliver a Bond in accordance with the provisions of this Order. The County shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of the Bond provided for by this Order. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owner of the Bond. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bond.

The County and the Paying Agent shall not be required (a) to register the transfer or exchange of the Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of 15 days next preceding the first mailing of such notice of redemption, or (b) to register the transfer or exchange of the Bond during a period beginning at the opening of business on the day after receiving written notice from the County of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The County and the Paying Agent may deem and treat the Person in whose name the Bond is registered on the Bond Register as the absolute owner of such Bond, whether payments on such Bond are overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owner (or a designated representative thereof) of the Bond or any designated representative of such Registered Owner to be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of the Bond. The Bond, including a Bond issued in exchange or as substitutions for the Bond initially delivered, shall be signed by the manual or facsimile signature of the Presiding Commissioner and attested by the manual or facsimile signature of the County Clerk and shall have the official seal of the County affixed or imprinted thereon. In case any officer whose signature appears on the Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. The Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Presiding Commissioner and County Clerk are hereby authorized and directed to prepare and execute the Bond in the manner herein specified, and to cause the Bond to be registered in the office of the Clerk of the County Commission and in the office of the State Auditor of Missouri, as provided by law, and when duly executed and registered, to deliver the Bond to the Paying Agent for authentication.

The Bond shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by (i) the County Treasurer of the County or (ii) if a bank or trust company is serving as Paying Agent, an authorized officer or employee of the Paying Agent. No Bond shall be entitled to any security or benefit under this Order or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon the Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Order. Upon authentication, the Paying Agent shall deliver the Bond to the Purchaser, upon payment of the purchase price of 100% of the principal amount of the Bond plus accrued interest thereon to the date of its delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bond. If (a) a mutilated Bond is surrendered to the Paying Agent, or the County and the Paying Agent receive evidence to its satisfaction of the destruction, loss or theft of the Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the County shall execute and, upon the County's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If the final installment of principal and interest of any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the County in its discretion may pay such Bond instead of issuing a new Bond.

Upon the issuance of a new Bond under this Section, the County may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the County, and shall be entitled to all the benefits of this Order.

Section 208. Cancellation and Destruction of Bond Upon Payment. When the Bond has been paid or redeemed or otherwise have been surrendered to the Paying Agent, either at or before Maturity, it shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the

Bond so cancelled and destroyed and shall file an executed counterpart of such certificate with the County.

Section 209. Sale of Bonds. The County agrees to sell the Bond to the Purchaser at the purchase price of 100% of the principal amount thereof.

ARTICLE III

REDEMPTION OF BOND

Section 301. Redemption of Bond. When the Bond is owned by the Purchaser, the Bond (including the respective installments of principal corresponding thereto) shall be subject to redemption and prepayment prior to Stated Maturity, in whole or in part at any time at the option of the County, upon payment of the principal amount of the Bond or of the installments of principal thereof to be redeemed or prepaid, plus accrued interest thereon to the Redemption Date, without premium.

When the Bond is not owned by the Purchaser, the Bond (including the respective installments of principal corresponding thereto) shall be subject to redemption or prepayment prior to Stated Maturity at the option of the County, as follows:

(a) The Bond or installments of principal thereof are not subject to redemption prior to the ninth (9th) anniversary of the Original Issue Date.

(b) All or a portion of the installments of principal of the Bond becoming due on and after the tenth (10th) anniversary of the Original Issue Date shall be subject to redemption and payment at the option of the County, on the ninth (9th) anniversary of the Original Issue Date, or at any time thereafter in whole or in part, at the principal amount thereof, plus accrued interest thereon to the Redemption Date, without premium.

In the event of partial redemption of the Bond, the installments of principal to be redeemed shall be in the inverse order of the Maturity dates of such principal installments. The redemption of a portion of the Bond shall not reduce the amount of each annual installment of principal and interest due on the Bond.

Section 302. Instructions to Redeem the Bond.

(a) The Paying Agent shall call the Bond or installments of principal thereof for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the County specifying the principal amount, Stated Maturities, Redemption Date and Redemption Price of the installments of principal of the Bond to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met.

(b) The Bond may be redeemed in such portion of outstanding principal as shall be determined by the County. When less than all of the Outstanding Bond is to be redeemed, the Bond shall be redeemed in inverse order of installments of principal thereof.

Section 303. Notice and Effect of Call for Redemption. Unless waived by the Registered Owner of the Bond, official notice of any redemption of all or any portion of such Bond shall be given by the Paying Agent on behalf of the County by mailing a copy of an official redemption notice by first class

mail at least 30 days prior to the Redemption Date, to the Purchaser of the Bond and the Registered Owner of the Bond at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding principal of the Bond is to be redeemed, the portion of principal of the Bond to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon the Bond or portion thereof called for redemption and that interest on such Bond or portion thereof shall cease to accrue from and after the Redemption Date; and
- (e) if the Bond is to be fully redeemed and retired, the place where such Bond may be surrendered for payment of the Redemption Price, which shall be the office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of the Bond or portion of the Bond that is to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bond or portion of the Bond to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the County defaults in the payment of the Redemption Price) such Bond or portion of the Bond shall cease to bear interest; provided, however, that the redemption of a portion of the Bond shall not reduce the amount of the annual installment of principal and interest on the Bond. Upon surrender of the Bond for redemption in accordance with such notice, the Redemption Price of such Bond shall be paid by the Paying Agent. Installments of principal and interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest and principal. Upon surrender for any partial redemption of the Bond, there shall, if requested by the Registered Owner thereof, be prepared for the Registered Owner a new Bond paying the same annual installment of principal and interest, in the principal amount of the unpaid principal. A Bond that has been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond or installments of principal thereof.

ARTICLE IV

SECURITY FOR AND PAYMENT OF THE BOND

Section 401. Security for the Bond. The Bond shall be a general obligations of the County payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County. The full faith, credit and resources of the County are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bond as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the principal of and interest on the Bond as the same become due, there is hereby levied upon all of the taxable tangible property within the County a direct annual tax sufficient to produce the amounts necessary for the payment of such principal and interest as the same becomes due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the County are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the County and shall be used solely for the payment of the principal of and interest on the Bond as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bond when due, the County Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the County and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the County and shall be held and administered by the Treasurer of the County the following separate funds:

- (1) The "General Obligation Bond, Series 2015, Project Fund" (the "**Project Fund**").
- (2) The "General Obligation Bond, Series 2015, Debt Service Account" (the "**Debt Service Fund**"), within the County's Debt Service Fund.

All officers and employees of the County handling the money in the funds established and administered under this Order shall be bonded in each fiscal year in an amount not less than the total amount of principal and interest becoming due on all obligations of the County during the fiscal year.

Section 502. Deposit of Bond Proceeds. The proceeds received from the sale of the Bond shall be deposited and applied as set forth in **Section 503** hereof.

Section 503. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the County solely for the purpose of (a) paying or reimbursing the County for costs of the Project, and (b) paying the costs and expenses of issuing the Bond.

The County Treasurer shall make withdrawals from the Project Fund only (a) to reimburse the County for costs of the Project that have been previously paid by the County from funds other than grant proceeds, (b) upon a duly authorized and executed order of the County Commission therefor accompanied by a certificate executed by the County's engineers that such payment is being made for a purpose within the scope of this Order and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof, or (c) to pay the costs of issuing the Bond.

The County shall maintain complete and accurate records of the costs of the Project and the withdrawals from the Project Fund. The County shall permit the Purchaser to inspect, examine, and audit all books, documents, papers and records relating to the Project Fund at any and all reasonable times and the County shall provide to the Purchaser such documents and information as the Purchaser may reasonably request.

Upon completion of the purpose for which the Bond has been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the County for the sole purpose of paying the principal or Redemption Price of and interest on the Bond as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The County Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bond and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owner of the Bond is no longer entitled to enforce payment of the Bond or the interest thereon, the Paying Agent shall return said funds to the County. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Order and shall be held in trust by the Paying Agent for the benefit of the Registered Owner of the Bond entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bond was issued and all other indebtedness of the County shall be transferred and paid into the general revenue fund of the County.

Section 505. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Order shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Order shall be kept separate and apart from all other funds of the County so that there shall be no commingling of such funds with any other funds of the County.

Moneys held in any fund referred to in this Order may be invested by the County Treasurer at the direction of the County Commission, in accordance with this Order and the Federal Tax Certificate in

Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Nonpresentment of the Bond. If the Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the County to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Order or on, or with respect to, said Bond. If the Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the County the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the County, and the Registered Owner thereof shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the County shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Order, including the covenants and agreements herein contained, shall constitute a contract between the County and the Registered Owner of the Bond, and the Registered Owner shall have the right:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner against the County and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Order or by the constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the County, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner of the Bond.

Section 602. Limitation on Rights of the Bondowner. The Bondowner secured hereby shall have no right in any manner whatever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy

conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of the Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of the Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner of the Bond by this Order may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the County and the Registered Owner of the Bond shall be restored to its former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowner shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

(a) When the Bond or the interest payments thereon have been paid and discharged, then the requirements contained in this Order and the pledge of the County's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bond or interest payments so paid and discharged. The Bond or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Order if there has been deposited with a commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bond or interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bond, and/or interest to accrue on such Bond to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if the Bond shall be redeemed prior to the Stated Maturity thereof, (1) the County shall have elected to redeem such Bond, and (2) either notice of such redemption shall have been given, or the County shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bond in compliance with **Section 302(a)** of this Order.

(b) Any money and Defeasance Obligations that at any time shall be deposited with a commercial bank or trust company by or on behalf of the County, for the purpose of paying and discharging the Bond or the interest payments thereon, shall be and are hereby assigned, transferred and set over to such bank or trust company in trust for the respective Registered Owner of the Bond, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Order.

(c) Notwithstanding any provision herein to the contrary, as long as the Bond is owned or insured by the Purchaser, the County will not issue any additional bonds or other obligations for the purpose of providing funds to refund all or part of the Bond unless either (1) all of the Bond is paid, retired and cancelled concurrently with the issuance of such refunding bonds or other obligations or at the first interest and principal payment date for the Bond occurring after the issuance of the refunding bonds

or other obligations, or (2) written consent to the issuance of such refunding bonds or other obligations is given by the Purchaser.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants. The County covenants and agrees that it will comply with all provisions and requirements of the Federal Tax Certificate. The Presiding Commissioner and the County Treasurer are hereby authorized and directed to execute the Federal Tax Certificate in a form that is approved by Bond Counsel, for and on behalf of and as the act and deed of the County. The County will also adopt such other orders or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bond will remain excluded from federal gross income, to the extent any such actions can be taken by the County. The covenants in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bond pursuant to **Article VII** of this Order or any other provision of this Order, until the final Maturity of all installments of principal of the Bond Outstanding.

Section 802. Annual Audit. As long as the Bond is owned or insured by the Purchaser, audits shall be made at such time and in such manner as the Purchaser shall require.

If the Bond is not owned or insured by the Purchaser, then annually, promptly after the end of the fiscal year, the County will cause an audit to be made of its funds and accounts for the preceding fiscal year by a certified public accountant or firm of certified public accountants.

Within 30 days after the completion of each audit, a copy thereof shall be filed in the office of the County Clerk, and, if the Bond is owned or insured by the Purchaser, a duplicate copy of the audit shall be mailed to the Purchaser of the Bond. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, the Registered Owner of the Bond, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

As soon as possible after the completion of the annual audit, the governing body of the County shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Order, the County shall promptly cure such deficiency.

Section 803. Amendments. Any provision of the Bond or of this Order may be amended or modified by Order duly passed by the governing body of the County at any time in any respect with the written consent of the Registered Owner of the Bond.

Without notice to or the consent of the Bondowner, the County may amend or supplement this Order for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowner.

Every amendment or modification of the provisions of the Bond or of this Order, to which the written consent of the Bondowner is given shall be expressed in an order passed by the County Commission amending or supplementing the provisions of this Order and shall be deemed to be a part of this Order. A certified copy of every such amendatory or supplemental Order, if any, and a certified copy of this Order shall always be kept on file in the office of the County Clerk, and shall be made available for inspection by the Registered Owner of the Bond or a prospective purchaser or owner of the Bond

authorized by this Order, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Order or of this Order will be sent by the County Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the County Clerk a copy of the Order of the County hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owner of the Bond. It shall not be necessary to note on the Outstanding Bond any reference to such amendment or modification.

The County shall furnish to the Paying Agent a copy of any amendment to the Bond or this Order made hereunder which affects the duties or obligations of the Paying Agent under this Order.

Section 804. Refinanced Bonds - When Required. The County hereby represents and covenants that it will refinance the unpaid balance, in whole or in part, of the Outstanding principal amount of the Bond upon the request of the Government if at any time it should appear to the Government that the County is able and authorized by law to refinance the Bond by obtaining a loan for such purposes from cooperatives or private sources at reasonable rates and terms.

Section 805. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval, objection or other instrument required by this Order to be signed and executed by the Bondowner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bond (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A** attached hereto), if made in the following manner, shall be sufficient for any of the purposes of this Order, and shall be conclusive in favor of the County and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Bond and the date of holding the same shall be proved by the Bond Register.

As long as the Bond is owned or insured by the Purchaser, the Purchaser shall be deemed to be a Bondowner for purposes of **Article VI** and **Article VIII** of this Order.

Section 806. Further Authority. The officers of the County, including the Presiding Commissioner and County Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Order and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 807. Severability. If any section or other part of this Order, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Order.

Section 808. Governing Law. This Order shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

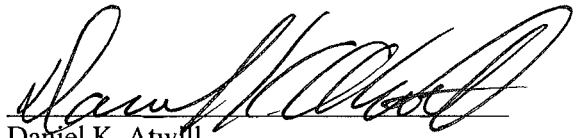
Section 809. Effective Date. This Order shall take effect and be in full force from and after its passage by the County Commission.

Section 810. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

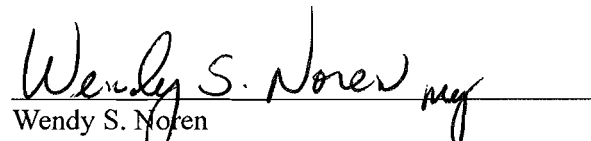
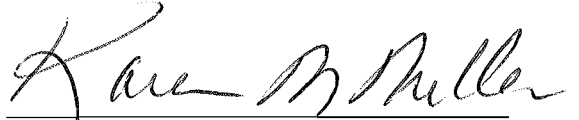
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APPROVED by the County Commission of Boone County, Missouri, this ____ day of April, 2015.

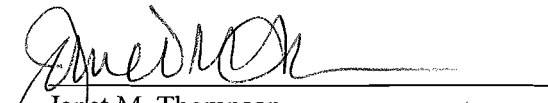
(SEAL)



Daniel K. Atwill
Presiding Commissioner


Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

**SCHEDULE 1
TO ORDER
of BOONE COUNTY, MISSOURI
approved April 14, 2015**

**relating to
BOONE COUNTY, MISSOURI
GENERAL OBLIGATION BOND
SERIES 2015**

CERTAIN TERMS OF THE BOND

- A. **Principal Amount Issued:** \$_____ (not to exceed \$270,000). The principal amount is equal to the purchase price of the Bonds.
- B. **Original Issue Date:** _____.
- C. **Annual principal and interest installment payments:** \$_____ (not to exceed \$18,260.00)

APPROVED this _____ day of _____, 2015.

County Treasurer of Boone County, Missouri

* * *

**EXHIBIT A
TO ORDER**

(FORM OF BOND)

EXCEPT AS OTHERWISE PROVIDED IN THE ORDER (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

Case No. 29-010-436000349

**Registered
No. _____**

**Registered
\$ _____**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**BOONE COUNTY, MISSOURI
GENERAL OBLIGATION BOND
SERIES 2015**

**REGISTERED OWNER: UNITED STATES OF AMERICA,
UNITED STATES DEPARTMENT OF AGRICULTURE**

PRINCIPAL AMOUNT: _____ DOLLARS

BOONE COUNTY, MISSOURI, a first-class county and political subdivision of the State of Missouri (the "County"), for value received, hereby promises to pay out of the funds hereinafter specified, to the registered owner shown above, or its registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above and to pay interest thereon, but solely from the source and in the manner herein specified, from the effective date of registration of this Bond (which date is set forth on the last page of this Bond) at the rate of 2.75% per annum, payable _____, _____, and thereafter annually on _____ in each year, on the unpaid principal balance until paid in full.

The principal or redemption price of and interest on this Bond shall be payable in installments as follows:

Principal of and interest on this Bond shall become due in installments of \$ _____ on _____, _____, and annually thereafter on _____ until the principal and interest are fully paid except that the final installment of the entire remaining principal and interest on this Bond, if not sooner paid, shall be due and payable on _____, _____.

Every payment made on the obligation evidenced by this Bond shall be applied first to accrued interest and then to principal. Both principal of and interest on this Bond are hereby made payable in any coin or currency which, on the respective dates of payment of principal and interest, is legal tender for the payment of debts due the United States of America.

When this Bond is owned by the United States of America acting through the United States Department of Agriculture, this Bond or the respective installments or principal corresponding thereto shall be subject to redemption and prepayment prior to maturity, at the option of the County, in whole or in part at any time upon payment of the par value of the principal amount of the Bond or installments of principal thereof to be redeemed and prepaid, plus accrued interest thereon to the date fixed for redemption and prepayment, without premium.

When this Bond is not owned by the United States of America acting through the United States Department of Agriculture, this Bond or the respective installments of principal corresponding thereto are not subject to redemption prior to _____, _____. The installments of principal of the Bond maturing in the years ____ to ____, inclusive, are subject to redemption and payment at the option of the County on _____, ____, or at any time thereafter in whole or in part at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

If this Bond or any installment of principal of this Bond be called for redemption as aforesaid, interest on this Bond or on such installments of principal of this Bond will cease on the specified redemption date provided funds or securities in which such funds are invested for such redemption are on deposit with the hereinafter referred to Paying Agent prior to the redemption date. Redemption of less than all of the unpaid installments of principal of this Bond shall not reduce the annual installment of principal and interest payable each year. If all of the unpaid installments of principal of this Bond be called for redemption, this Bond shall no longer be entitled to the benefits and protection of the covenants contained in the Order authorizing this Bond and shall not be deemed to be outstanding under the provisions of said Order.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the date fixed for redemption, to the Purchaser of the Bond and the registered owner of the Bond at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bond or portion of the Bond to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bond or portion of the Bond shall cease to bear interest.

During such time as this Bond is outstanding and unpaid, interest and principal installment payments accruing on this Bond, except for the final payment of the entire indebtedness, shall be payable by check or draft to the Registered Owner hereof without presentation of this Bond by the Treasurer of the County (the "Paying Agent"). Final payment of the entire obligation evidenced by this Bond shall be payable upon presentation and surrender of this Bond at the office of the Paying Agent.

This Bond is a duly authorized bond issue of the County designated "General Obligation Bond, Series 2015," aggregating the principal amount of \$ _____ (the "Bond"), issued by the County for the purpose of paying costs of constructing, installing and extending main and lateral storm water drains and sanitary sewer systems and appurtenances thereto, specifically including paying a portion of the costs of the Manchester Heights Neighborhood Improvement District Project, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an election duly held in the County and an Order duly passed (the "Order") and proceedings duly and legally had by the

governing body of the County. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Order.

The Bond is a general obligation of the County payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County. The full faith, credit and resources of the County are irrevocably pledged for the prompt payment of the principal of and interest on the Bond as the same become due.

This Bond may be transferred or exchanged, as provided in the Order, only on the Bond Register kept for that purpose at the office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond of the same maturity and in the outstanding principal amount shall be issued to the transferee in exchange therefor as provided in the Order and upon payment of the charges therein prescribed. The County and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Order until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bond have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the County has been levied for the purpose of paying the principal of and interest on the Bond when due; and that the total indebtedness of the County, including this Bond, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, BOONE COUNTY, MISSOURI, has caused this Bond to be executed by the manual or facsimile signature of its Presiding Commissioner and attested by the manual or facsimile signature of its County Clerk and its official seal to be affixed or imprinted hereon, and has caused the Original Issue Date of this Bond to be _____, _____.

CERTIFICATE OF AUTHENTICATION

BOONE COUNTY, MISSOURI

This Bond is the Bond described in the within-mentioned Order.

By: _____
Presiding Commissioner

Effective Date of Registration: _____

ATTEST: _____ (SEAL)

By: _____
County Treasurer of Boone County,
Missouri, as Paying Agent

County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15) or such other similar rule as Paying Agent deems applicable)

By: _____
Title: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bond:

**GILMORE & BELL
A Professional Corporation
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108**

(LEGAL OPINION OF BOND COUNSEL)

COUNTY'S PRELIMINARY CLOSING CERTIFICATE

Boone County, Missouri General Obligation Bonds Series 2015

We, the undersigned, are duly qualified and authorized officials of Boone County, Missouri (the "County"), and we hereby certify in connection with the issuance of the above-described bonds (the "Bonds"), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the Order of the County authorizing the Bond (the "Order").

2. Organization. The County is a legally constituted first-class county and political subdivision duly organized and existing under the laws of the State of Missouri. The County has complied with all provisions of the Constitution and the laws of the State of Missouri, and has full power and authority to consummate all transactions contemplated by the Order and any and all other agreements relating thereto.

3. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization of the Bond furnished to the purchaser of the Bond is to the best of our knowledge, information and belief full, correct and complete; none of such proceedings have been modified, amended or repealed; and such facts as are stated in the Transcript still exist.

4. Meetings. All meetings of the County Commission as shown in the Transcript were regular meetings, or meetings held pursuant to regular adjournment at the next preceding meeting, or special meetings called and held as shown in the Transcript. All such meetings were open to the public and a quorum was present and acted throughout, and proper notice of all such meetings was given in the manner required by law, including Chapter 610 of the Revised Statutes of Missouri. Attached hereto as **Exhibit A** is a true and correct copy of the notice of meeting of the County Commission held on April 14, 2015. The notice was posted at least 24 hours prior to the commencement of the meeting on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for posting notices at the Boone County Government Center in Columbia, Missouri, which is the usual meeting place of the County Commission. The notice was also made available at least 24 hours prior to the commencement of the meeting, to any representative of the news media who requested notice of the meeting.

5. Incumbency of Officers. The following named persons were and are the duly qualified and acting officials of the County at all times during which such persons participated in the proceedings authorizing the Bond as shown in the Transcript:

PRIOR OFFICERS (1997 ELECTION)

<u>Name</u>	<u>Title</u>
Don Stamper	Presiding Commissioner
Karen M. Miller	Commissioner
Linda Vogt	Commissioner
Wendy S. Noren	County Clerk

CURRENT OFFICERS

<u>Name</u>	<u>Title</u>
Daniel K. Atwill	Presiding Commissioner
Karen M. Miller	Commissioner
Janet M. Thompson	Commissioner
Wendy S. Noren	County Clerk

6. Non-litigation. There is no litigation, suit or other proceeding of any kind pending, or to our knowledge threatened, (a) seeking to restrain or enjoin the issuance or delivery of the Bond, or (b) contesting, disputing or affecting in any way (1) the legal organization of the County or its boundaries, (2) the right or title of any of its officers to their respective offices, (3) the legality of any of its official acts shown to have been done in the Transcript, (4) the constitutionality or validity of the Bonds or the obligation represented by the Bond, or any of the proceedings had in relation to the authorization, issuance or sale thereof, (5) the legality, validity or enforceability of the Order or any of the other proceedings had in relation to the authorization, issuance or sale of the Bond, (6) the collection of rates and charges to pay the principal of and interest on the Bond or (7) the federal or state tax-exempt status of the interest on the Bond or (c) that could have a material adverse effect on the financial condition or operations of the County or its ability to make payments on the Bond or to perform its agreements and obligations under the Order.

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DATED: April 14, 2015.

Signature

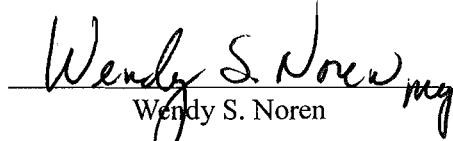
Official Title



Daniel K. Atwill

Presiding Commissioner

(SEAL)



Wendy S. Noren

County Clerk

EXHIBIT A

NOTICE OF MEETING

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE County Commission

OF THE Boone County, Missouri

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

provide infrastructure for sanitary sewerage collection

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the County Commission of Boone County, MO

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Two Hundred Seventy Thousand & 00/100

pursuant to the provisions of Section 108.010 Et Seq. of RSMO; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. This item intentionally deleted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. This item intentionally deleted.

- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ N/A

under the terms offered by the Government; that the N/A

and N/A of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas 3 Nays _____ Absent _____

IN WITNESS WHEREOF, the County Commission _____ of the

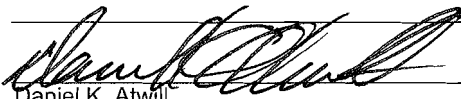
County of Boone, Missouri _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, 14th day of April, 2015

(SEAL)

Attest:
Wendy S. Noren

Wendy S. Noren
Title County Clerk

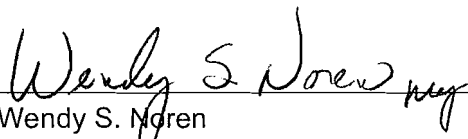
By 

Daniel K. Atwill
Title Commissioner

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as County Clerk of the County of Boone, Missouri
hereby certify that the County Commission of such Association is composed of
Three members, of whom, _____ constituting a quorum, were present at a meeting thereof duly called and
held on the 14th day of April, 2015; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of April 14, 2015,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this 14th day of April, 2015



Wendy S. Noren
Title County Clerk

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

Case Number:
29-010-436000349

LOAN AGREEMENT

THIS AGREEMENT entered into this 14th day of April, 2015, by and between the United States of America, acting through the United States Department of Agriculture, Rural Development (hereinafter referred to as the “Government”), Boone County, Missouri (hereinafter referred to as the “County”), and Boone County Regional Sewer District (hereinafter referred to as the “Sewer District”).

WITNESSETH:

WHEREAS, the County and the Sewer District entered into a Cooperative Agreement for the administration of sewer neighborhood improvement districts, which Cooperative Agreement was approved by Boone County Commission Order 563-2009, and which was subsequently amended by a Supplemental Cooperative Agreement approved by Boone County Commission Order 522-2014, effective November 13, 2014, to allow specifically for administration of the Manchester Heights Sewer Project; and

WHEREAS, the County also entered into a Consultant Services Agreement with the Mid-Missouri Regional Planning Commission (“MMRPC”) approved by Boone County Commission Order 169-2014, whereby MMRPC agrees to cooperate with the Sewer District in providing certain professional administration services for the Manchester Heights Sewer Project; and

WHEREAS, the County intends to provide funds to design, construct and install a sanitary sewer collection system with interconnection to the Sewer District's sanitary sewage collection system (the "Improvements") to be located within the Manchester Heights Sanitary Sewer Neighborhood Improvement District (the "NID") lawfully within the County's jurisdiction, which Improvements, upon substantial completion, will be owned, operated and maintained by the Sewer District; and

WHEREAS, it is necessary for the County to raise all or a portion of the costs of such undertaking by issuance of its bonds including notes, if necessary ("the Bonds"), pursuant to the provisions of the Constitution and Revised Statutes of Missouri; and

WHEREAS, the County and the District intend to obtain assistance from the Government acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.), in the planning, financing and supervision of such undertaking and to purchase Bonds of the County lawfully issued, in the event that no other acceptable purchaser for such Bonds is found by the County;

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and undertakings hereinafter set forth, the County, the District and the Government agree as follows:

Article I

Bond Purchase

Section 1.1 The County agrees to have prepared on its behalf and to adopt an order, ordinance or resolution (hereinafter referred to as the "Bond Resolution"), providing for the issuance of its bonds and containing such terms and in such form as are required by the Statutes of the State of Missouri, and as are agreeable and acceptable to the Government.

Section 1.2 The Government agrees to purchase from the County, in such manner as the Government determines, consistent with the Statutes of the State of Missouri, the Bonds to be issued by the County in an amount not exceeding \$278,000, as specified in the Letter of Conditions, dated November 1, 2012 (plus any amendments), from the Government to the County and subject to the other provisions of this Agreement.

Article II

Loan, Bonds and Security

Section 2.1 The County agrees to indemnify the Government for any payments made or losses suffered by the Government in connection with the disbursement of funds for the Improvements. Such indemnification shall be payable from the same source of funds pledged to pay the Bonds or any other legal permissible source.

Section 2.2 The County agrees to honor and fulfill all of the covenants set out in the Bond Resolution authorizing the issuance of the Bonds.

Section 2.3 The County agrees not to sell, transfer, lease or otherwise encumber the Improvements or any portion thereof or interest therein, nor permit others to do so, without the prior written consent of the Government; provided, however, the parties understand and agree that the County will own the Improvements during construction and, upon substantial completion of the Improvements, the County will convey title to such Improvements to the District.

Section 2.4 The County agrees not to borrow any money from any source, enter into any contract or agreement, or incur any other liabilities in connection with making enlargements, improvements or extensions to, or for any other purpose in connection with the Improvements

(exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the Bonds or any loan made in anticipation of issuance of the Bonds.

Section 2.5 The County has established the NID and, upon determination of the final costs of the Improvements, assessments against the owners of property in the NID will be made in such amounts required to repay to the County the principal of and interest on the Bonds or any loan made in anticipation of issuance of the Bonds. To the extent that assessments are inadequate to provide for required debt service, the County is authorized to levy a property tax in the County. The District shall have sole responsibility for the operation and maintenance of the Improvements, and has exclusive authority and control in the establishment of rules, regulations, policies, rates and charges and customer services. No free service or use of the Improvements will be permitted.

Section 2.6 The County and the Government agree that the debt created by the loan of funds under this Agreement shall be evidenced by Bonds to be executed by the County in a principal amount equal to Two Hundred Seventy Thousand Dollars (\$270,000), bearing interest at the rate of two and three-fourths percent (2.75%) per annum, both principal of and interest on the Bonds being payable in annual installments commencing on the first anniversary of the original issue date of the Bonds, and with the final payment becoming due on or before the twentieth anniversary of the original issue date of the Bonds. When the Government has made the final multiple advance payment, the County will cause the Bonds to be signed, dated and delivered. The interest on the Bonds will commence as of that date.

Section 2.7 The Bonds shall be issued pursuant to a Bond Resolution duly adopted by the governing body of the County and which Bond Resolution shall provide for the payment date of each

annual installment of principal and interest, the maturity schedule for the retirement of the Bonds, the place of payment of principal and interest on the Bonds, redemption in accordance with the Government's requirements, any restrictions on the issuance of additional bonds, and provide for a single fully registered Bond.

Section 2.8 The County promises to pay interest at the above rate per annum, on the multiple advances as computed by the Finance Office, USDA Rural Development, St. Louis, Missouri. Interest on the first advance shall accrue from the date of this Agreement or check date, whichever is later. Interest on the remaining advances shall accrue from the date of deposit of each check. Interest payments will be made on or before April 14, 2016, and annually thereafter so long as this Agreement shall remain in effect. The final payment of all accrued interest will be made when the executed and registered bond is delivered to the USDA, Rural Development.

Article III

Advances and Disposition of Funds

Section 3.1 The County, within a reasonable time after the execution of this Agreement by the Government, and before any advance shall be made by the Government to the County, agrees to deliver to the Government a certified copy of the Bond Resolution, copies of the minutes of the meetings of the governing body of the County authorizing the issuance of the Bonds, and an opinion of bond counsel which shall have been previously approved by the Government.

Section 3.2 The Government agrees to disburse in monthly advances, as needed and authorized, funds equal to the total amount of the Bonds duly authorized to be issued.

Section 3.3 The Government agrees that upon receipt and approval of the items of expense listed on a monthly request for an advance on Form FmHA 440-11, "Estimate of Funds Needed," the Government will, within a reasonable time, make an advance to the County sufficient for the purposes specified in the request.

Section 3.4 The County agrees to deposit all the moneys advanced to it by the Government, including the proceeds of the Bonds, in a bank account and to use fund accounting to record the deposit in a separate fund on the County's ledger and in a manner approved by the Government.

Section 3.5 The County understands and agrees that the entire face amount of the loan will not be advanced upon the delivery of the Bond Resolution, and that the proceeds of the loan will be disbursed in multiple advances to coincide with the County's need for funds under the construction schedule; provided, however, that the obligation of the County under the advances hereby authorized shall not exceed the aggregate principal amount of the advances actually received by the County plus accrued interest thereon at the agreed interest rate.

Section 3.6 The parties agree and understand that if there are any remaining funds representing payment in full for the Bonds, the Government will deliver a check for the balance thereof to the County and will receive the delivery of a properly completed, dated and executed Bond or Bonds in the principal amount of the Government's loan in accordance with the Bond Resolution accepted by the Government at the earlier loan closing and an opinion by bond counsel as to the validity of the Bonds in a form approved by the Government.

Article IV

Events of Default and Remedies

Section 4.1 The County agrees that upon default in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government, at its option insofar as state law allows may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, and/or (b) for the account of the County (payable from the source of funds pledged to pay the Bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the Improvements and such other reasonable expenses as may be necessary to cure the cause of default.

Section 4.2 Default under the provisions of this Agreement or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute a default under any other instrument held by the Government and executed or assumed by the County, and default under any such instrument may be construed by the Government to constitute default hereunder.

Section 4.3 The County and the District agree that in the event of a default under this Agreement, the Government may by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Agreement to be done or performed by the County or District.

Article V

General Provisions

Section 5.1 The District on behalf of the County agrees to provide for, execute, and comply with Form FmHA 400-4, "Assurance Agreement"; and Form FmHA 400-1, Equal Opportunity

Agreement,” which latter form is to be incorporated in or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.

Section 5.2 The District agrees to comply with all applicable State and Federal laws and regulations and to continually operate and maintain the Improvements in good condition.

Section 5.3 The District agrees to acquire and maintain such insurance coverage, including fidelity bonds, as may be required by the Government.

Section 5.4 The District agrees to establish and maintain such books and records relating to the operation of the Improvements and its financial affairs, and to provide for the annual audit thereof in such manner as may be required by the Government, to provide the Government, without its request, a copy of each such audit, and to make and forward to the Government such additional information and reports as it may from time to time require.

Section 5.5 The District agrees to provide the Government at all reasonable times access to all books and records relating to the Improvements and access to the property of the Improvements so that the Government may ascertain that the District and the County are complying with the provisions hereof and of the instruments incident to making or insuring the loan.

Section 5.6 The parties agree that the descriptive headings of the various provisions of this Agreement are formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof. The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect any remaining portion or portions hereof.

Section 5.7 The parties agree that the provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms

of such instruments, shall be binding upon the County and the District, until the Bonds have been issued.

Section 5.8 This Loan Agreement shall remain in full force and effect until the executed and registered Bond is delivered to the Government and all accrued interest on the multiple advances has been paid.

[Rest of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate by their respective duly authorized officials.

(SEAL)

Attest:

Wendy S. Norew *may*

Title: County Clerk

(SEAL)

Attest:

Title: Secretary

BOONE COUNTY, MISSOURI

By

[Signature]

Title: Presiding Commissioner

BOONE COUNTY REGIONAL SEWER
DISTRICT

By _____

Title: Chairperson

UNITED STATES OF AMERICA

By _____

Title _____

United States Department of
Agriculture, Rural Development

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

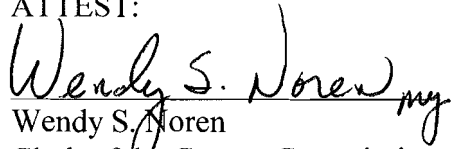
In the County Commission of said county, on the 14th day of April 20 15

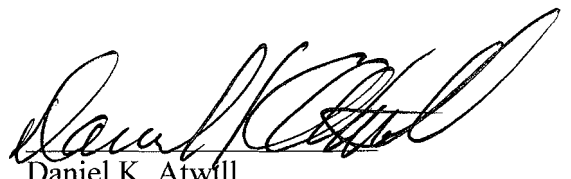
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby grant the Sheriff's Department permission to accept equipment received under the grant program COPS Technology through the consortium Central Missouri Regional Justice Information System. Said equipment is 13 Panasonic Mobile Data Terminal Computers valued at \$43,139.

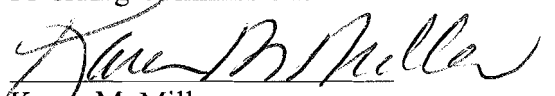
Done this 14th day of April, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



BOONE COUNTY SHERIFF'S DEPARTMENT
2121 County Drive, Columbia, MO 65202
573/875-1111 Fax 573/874-8953

MEMORANDUM

DATE: April 7, 2015
TO: Boone County Commission
FROM: Capt. Chad Martin
SUBJECT: Approval for equipment received from a grant

Commissioners,

Consistent with our current practices in respect to grant funded equipment, we are expected to receive formal written permission in the form of a Commission Order for acceptance of equipment received under a grant program.

The grant program is COPS Technology and the consortium is the Central Missouri Regional Justice Information System (CMRJIS). CMRJIS is a multi-jurisdictional organization established to enhance law enforcement operations in the Central Missouri Area by way of technology upgrades. The City of Jefferson is the administrator of the COPS Technology Program Grant awarded to the CMRJIS.

In 2014 we received the following equipment as pass-thru from this grant:

13 Panasonic Mobile Data Terminal computers valued at \$43,139.00

Thank you,

A handwritten signature in black ink, appearing to be 'Chad Martin', written over a white background.

Capt. Chad Martin

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the

14th

day of

April

20 15

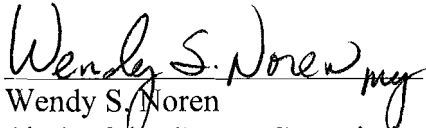
the following, among other proceedings, were had, viz:

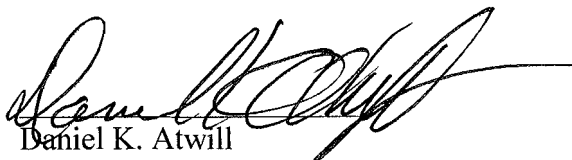
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the County Clerk regarding the 2015-2016 HAVA Operations Grant.


Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2311	3411	Election Reform Payments Grant	Federal Grant Reimburse		21,388
2311	60050	Election Reform Payments Grant	Equipment Service Contract		21,388
					42,776

Done this 14th day of April, 2015.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT RECEIVED

3/23/15
~~3/23/14~~

EFFECTIVE DATE

MAR 23 2015

FOR AUDITORS USE

**BOONE COUNTY
AUDITOR**

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2311	3411	Election Reform Payments Grant	Federal Grant Reimburse		21,388
2311	60050	Election Reform Payments Grant	Equip Service Contract		21,388
				-	42,776

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):

grant reimbursed expenditure

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: Budget HAVA operations Grant

Auditor's Office

Agenda
DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

PRESIDING 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



Secretary of State's Office
Elections Division
PO Box 1767
Jefferson City, MO 65102
www.sos.mo.gov

2015-2016 HAVA Operations Grant Agreement

LEA Name: **Boone**
Grant Period: **Begins on Secretary of State Official's signature date listed below**
End Date is December 31, 2016

Grant Award Amount: **\$ 21,387.34**
Final Payment Reimbursement Request Due: **February 14, 2017**

Purpose

The purpose of this grant is to provide assistance to local election authorities in meeting and maintaining Title III requirements listed in HAVA Public Law. The grant options being offered include funding for:

- Maintenance and programming cost for voting equipment;
- Purchasing certified voting equipment and replacement parts;
- Train poll workers for the 2016 election cycle; and
- Reimbursement for internet service provider charges.

The Local Election Authority (LEA) is to choose one or more specific grant options from the approved list of options contained in Appendix C which is attached and incorporated as a part of this agreement by reference. The LEA can spend between the options up to the total grant amount awarded. Refer to Appendix C for specific option details and allowable expenditures. Due to receipt of federal funds the LEA must sign and submit the required disclosures, assurances, and certifications with this grant agreement.

General Instructions

- This grant is subject to appropriation and cash availability.
- Please make two copies of this form when completed and sign each copy.
- Mail both copies to the Secretary of State's Office along with required disclosures and assurances.
- One signed original will be mailed back to the LEA.
- A copy of the signed grant agreement may also be sent to the LEA via e-mail.
- The grant period will begin on the date the grant agreement is signed by an authorized official of the Secretary of State.
- Do not begin incurring related costs before the start of the grant period.

CFDA Number

We are aware of, and agree to comply with, all local, state and federal provisions and assurances required under this grant program as well as all accompanying terms and conditions, Appendix A, B and C, and Missouri Office of Administration terms and conditions, hereby incorporated by reference. We will carry out the grant agreement according to the purpose stated above. We agree that all grant expenses submitted for reimbursement will be expended as outlined in the grant agreement and that reimbursement/payment for these expenses will not be obtained from any third party. This application has been authorized by the appropriate Local Election Authority. By signing this application, the Local Election Authority acknowledges compliance with and agrees to the "grant agreement" and all eligibility requirements. We also agreed

Abe Rakov
Type name of Secretary of State Official

Burb J. D.
Signature, above official (in blue ink)

2/24/15
Date

Wendy S. Noren
Type name(s) of Local Election Authority

Wendy S.
Signature, above official (in blue ink)

2-18-2015
Date

RECEIVED
FEB 19 2015
MO. SECRETARY OF STATE

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 14th day of April 20 15

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Human Resources Department for Road & Bridge Fund Insurance Claim Activity Balancing.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2048	3945	PW – Insurance Claim Activity	Insurance Proceeds		21,703
2048	71018	PW – Insurance Claim Activity	Other Claim Deductible	20,503	
2048	60200	PW – Insurance Claim Activity	Equipment Reairs/Maintenance		20,503
				20,503	42,206

Done this 14th day of April, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET AMENDMENT**

RECEIVED

12/31/14
EFFECTIVE DATE

2014

MAR 30 2015

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2048	3945	PW- Insurance Claim Activity	Insurance Proceeds		21,703
2048	71018	PW- Insurance Claim Activity	Other Claim Deductible	20,503	
2048	60200	PW- Insurance Claim Activity	Equipment Repairs/Maintenance		20,503
				20,503	42,206

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):

To balance and account for 2014 Insurance Activity. Unused Other Claim Deductible budget more than covers expenses in Equip Repairs/Maintenance so no Emergency money needs to be used. TO COVER INS CLAIM EXP FY2014

[Signature]
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda

Ha *cs*
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
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.

Insurance Claim Activity

R&B Fund #2048

Fiscal Year 2014

Analysis of Account balances to determine Budget Adjustment Required to Close-out Fiscal Year

Prepared by Hilary Matney, HR/Risk Management

Description	Account #	Original Budget	Actual Y-T-D Revenue & Exp as of 3/25/2105	Additional Rev/Exp to To be Posted	Total Revenue & Exp For the Year	Budget Adjustment Needed	Rounded
Revenues							
Insurance Proceeds	3945	\$ -	\$ 21,702.64	\$ -	\$ 21,702.64	\$ 21,702.64	\$ 21,703.00
Total Revenue		\$ -	\$ 21,702.64	\$ -	\$ 21,702.64	\$ 21,702.64	\$ 21,703.00

(agrees to G/L)

Expenditures- Deductible Used

Auto Claim Deductible	71016	\$ 15,000.00	\$ 10,087.18	\$ -	\$ 10,087.18	\$ -	\$ -
Other Claim Deductible	71018	\$ 25,000.00	\$ -	\$ -	\$ -	\$ (20,503.00)	\$ (20,503.00)
Total Deductible		\$ 40,000.00	\$ 10,087.18	\$ -	\$ 10,087.18	\$ (20,503.00)	\$ (20,503.00)

Expenditures- Additional Claims Expenditures

Equip Repairs/Maintenance	60200	\$ -	\$ 20,502.64	\$ -	\$ 20,502.64	\$ 20,502.64	\$ 20,503.00
Total Claims Exenditures		\$ -	\$ 20,502.64	\$ -	\$ 20,502.64	\$ 20,502.64	\$ 20,503.00
Total ALL Expenditures		\$ 40,000.00	\$ 30,589.82	\$ -	\$ 30,589.82	\$ (0.36)	\$ -

(agrees to G/L)

Net Amount Required from Emergency Appropriation:

\$ -	\$ -
\$ -	\$ -

BSIDIARY LEDGER ACTIVITY FOR: 1/01/2014 THRU 12/31/2014 REPORT RUN DATE: 3/25/2015
 4 ROAD & BRIDGE FUND 2048 PW-INSURANCE CLAIM ACTIVITY
 REPORT RUN TIME: 12:21:28

RUN BY: HRHILARY

PAGE: 1

<u>PT</u>	<u>ACCOUNT</u>					<u>ORIGINAL BUDGET</u>	<u>BUDGET ADJUSTS</u>	<u>REVENUE/EXPEND</u>	<u>ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>
<u>TRANSCODE</u>	<u>EFFECT DATE</u>	<u>PROCESS DATE</u>	<u>DOCUMENT</u>		<u>DESCRIPTION</u>					
48	3945	INSURANCE RECOVERIES/PROCEEDS			<u>BEGINNING BALANCE*****</u>	.00	.00	.00	.00	.00
33	6/01/2014	9/10/2014	2014 1734		VEHICLE REPAIR - HAIL DAMAGE	.00	.00	17,598.88	.00	
33	8/07/2014	8/12/2014	2014 2564		INSURANCE CLAIM #AP14-36656-1	.00	.00	6,297.14	.00	
50 10	9/11/2014	9/12/2014	2014 4283		MOPERM	.00	.00	3,992.33-	.00	
30	10/28/2014	10/28/2014	2014 3496		INSURANCE CLAIM #AP14-36656-1	.00	.00	598.95	.00	
40	12/31/2014	3/25/2015	A2014 546		CORRECTING INSURANCE CHARGES	.00	.00	1,200.00	.00	
	3945	INSURANCE RECOVERIES/PROCEEDS			<u>ENDING BALANCE*****</u>	.00	.00	21,702.64	.00	21,702.64-
	3900	OTHER FINANCING SOURCES			<u>CLASS TOTALS*****</u>	.00	.00	21,702.64	.00	21,702.64-
		TOTAL REVENUES			<u>*****</u>	.00	.00	21,702.64	.00	21,702.64-

204 ROAD & BRIDGE FUND

2048 PW-INSURANCE CLAIM ACTIVITY

DEPT	ACCOUNT	PROCESS DATE	DOCUMENT	DESCRIPTION	ORIGINAL BUDGET	BUDGET ADJUSTS	REVENUE/EXPEND	ENCUMBRANCES	REMAINING BALANCE
TRANSCODE	EFFECT DATE	PROCESS DATE	DOCUMENT	DESCRIPTION					
	60200			EQUIP REPAIRS/MAINTENANCE					
				BEGINNING BALANCE*****	.00	.00	.00	.00	.00
50 10		9/11/2014	2014 4282	JOE MACHENS FORD	.00	.00	13,606.55	.00	
50 10		10/22/2014	2014 4981	PERRY LEGEND REPAIR CENTER	.00	.00	6,896.09	.00	
	60200			EQUIP REPAIRS/MAINTENANCE					
				ENDING BALANCE*****	.00	.00	20,502.64	.00	20,502.64-
	60000			EQUIP & BLDG MAINTENANCE					
				CLASS TOTALS*****	.00	.00	20,502.64	.00	20,502.64-
	71016			AUTO CLAIMS DEDUCTIBLE					
				BEGINNING BALANCE*****	.00	.00	.00	.00	.00
22		1/01/2014	2014 1469	***** ORIGINAL BUDGET *****	15,000.00	.00	.00	.00	
40		1/24/2014	A2014 87	CORRECT CODING FOR AP 2014-140	.00	.00	295.18	.00	
50 10		2/25/2014	2014 561	MONTGOMERY WELDING & REPAIR IN	.00	.00	500.00	.00	
50 10		2/25/2014	2014 560	SENTINEL INDUSTRIES INC	.00	.00	211.00	.00	
50 10		2/25/2014	2014 562	AHREN'S STEEL & WELDING SUPPLI	.00	.00	115.74	.00	
50 10		3/19/2014	2014 1053	MOPERM	.00	.00	395.00	.00	
50 10		3/19/2014	2014 1055	MOPERM	.00	.00	1,000.00	.00	
50 10		3/25/2014	2014 1211	MOPERM	.00	.00	220.63	.00	
50 10		4/29/2014	2014 1860	PERRY LEGEND REPAIR CENTER	.00	.00	1,000.00	.00	
50 10		8/11/2014	2014 3740	JOE MACHENS FORD	.00	.00	995.54	.00	
50 10		8/11/2014	2014 3741	MOPERM	.00	.00	1,000.00	.00	
50 10		8/11/2014	2014 3741	MOPERM	.00	.00	341.60	.00	
50 10		9/11/2014	2014 4282	JOE MACHENS FORD	.00	.00	1,000.00	.00	
50 10		10/22/2014	2014 4981	PERRY LEGEND REPAIR CENTER	.00	.00	1,000.00	.00	
50 10		12/03/2014	2014 5726	MOPERM	.00	.00	1,000.00	.00	
40		12/31/2014	A2014 546	CORRECTING INSURANCE CHARGES	.00	.00	445.37	.00	
40		12/31/2014	A2014 545	CORRECTING INSURANCE CHARGES	.00	.00	240.37	.00	
40		12/31/2014	A2014 545	CORRECTING INSURANCE CHARGES	.00	.00	326.75	.00	
	71016			AUTO CLAIMS DEDUCTIBLE					
				ENDING BALANCE*****	15,000.00	.00	10,087.18	.00	4,912.82
	71018			OTHER CLAIMS DEDUCTIBLE					
				BEGINNING BALANCE*****	.00	.00	.00	.00	.00
22		1/01/2014	2014 1470	***** ORIGINAL BUDGET *****	25,000.00	.00	.00	.00	
40		1/24/2014	A2014 87	CORRECT CODING FOR AP 2014-140	.00	.00	295.18	.00	
50 10		1/24/2014	2014 140	MOPERM	.00	.00	295.18	.00	
	71018			OTHER CLAIMS DEDUCTIBLE					
				ENDING BALANCE*****	25,000.00	.00	.00	.00	25,000.00
	70000			CONTRACTUAL SERVICES					
				CLASS TOTALS*****	40,000.00	.00	10,087.18	.00	29,912.82
				TOTAL EXPENDITURES	40,000.00	.00	30,589.82	.00	9,410.18

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 14th day of April 20 15

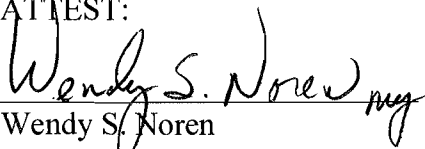
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the Human Resources Department for General Fund Insurance Claim Activity Balancing.

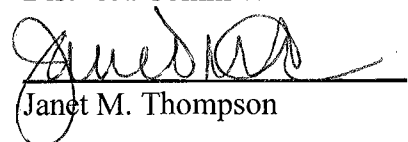
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1195	71018	Insurance Claim Activity	Other Claim Deductible	9,460	
1195	23860	Insurance Claim Activity	Vehicle Equipment		2,722
1195	59100	Insurance Claim Activity	Vehicle Repairs		29,301
1195	60100	Insurance Claim Activity	Building Repairs		11,048
1195	3945	Insurance Claim Activity	Insurance Proceeds		28,773
1123	86800	Emergency & Contingency	Emergency	4,838	
				14,298	71,844

Done this 14th day of April, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner


Janet M. Thompson

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET AMENDMENT**

RECEIVED

12/31/14
EFFECTIVE DATE

2014

MAR 30 2015

FOR AUDITORS USE

BOONE COUNTY AUDITOR

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1195	71018	Insurance Claim Activity	Other Claim Deductible	9,460	
1195	23860	Insurance Claim Activity	Vehicle Equipment		2,722
1195	59100	Insurance Claim Activity	Vehicle Repairs		29,301
1195	60100	Insurance Claim Activity	Building Repairs		11,048
1195	3945	Insurance Claim Activity	Insurance Proceeds		28,773
1123	86800	Emergency & Contingency	Emergency	4,838	
				14,298	71,844

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):

To balance and account for 2014 Insurance Activity not budgeted and transfer money from emergency & contingency. TO COVER INS CLAIM EXP FY2014

[Signature]
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

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

Agenda

Ha
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
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.

Insurance Claim Activity

General Fund #1195

Fiscal Year 2014

Analysis of Account balances to determine Budget Adjustment Required to Close-out Fiscal Year

Prepared by Hilary Matney, HR/Risk Management

Description	Account #	Original Budget	Actual Y-T-D Revenue & Exp as of 3/25/2105	Additional Rev/Exp to To be Posted	Total Revenue & Exp For the Year	Budget Adjustment Needed	Rounded
Revenues							
Insurance Proceeds	3945	\$ -	\$ 28,772.50	\$ -	\$ 28,772.50	\$ 28,772.50	\$ 28,773.00
Total Revenue		\$ -	\$ 28,772.50	\$ -	\$ 28,772.50	\$ 28,772.50	\$ 28,773.00

(agrees to G/L)

Expenditures- Deductible Used

Auto Claim Deductible	71016	\$ 16,000.00	\$ 27,036.42	\$ -	\$ 27,036.42	\$ 11,036.42	\$ 11,037.00
Other Claims Deductible	71018	\$ 30,000.00	\$ 13,503.41	\$ -	\$ 13,503.41	\$ (16,496.59)	\$ (16,497.00)
Uninsured Claims	71020	\$ 4,000.00	\$ -	\$ -	\$ -	\$ (4,000.00)	\$ (4,000.00)
Total Deductible		\$ 50,000.00	\$ 40,539.83	\$ -	\$ 40,539.83	\$ (9,460.17)	\$ (9,460.00)

Expenditures- Additional Claims Expenditures

Vehicle Equipment	23860	\$ -	\$ 2,721.84	\$ -	\$ 2,721.84	\$ 2,721.84	\$ 2,722.00
Vehicle Repairs	59100	\$ -	\$ 29,300.62	\$ -	\$ 29,300.62	\$ 29,300.62	\$ 29,301.00
Building Repairs	60100	\$ -	\$ 11,048.00	\$ -	\$ 11,048.00	\$ 11,048.00	\$ 11,048.00
Equipment Installation	60250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Machinery & Equipment	91300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Replacement Auto/Trucks	92400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Claims Expenditures		\$ -	\$ 43,070.46	\$ -	\$ 43,070.46	\$ 43,070.46	\$ 43,071.00

Total ALL Expenditures		\$ 50,000.00	\$ 83,610.29	\$ -	\$ 83,610.29	\$ 33,610.29	\$ 33,611.00
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(agrees to G/L)

Net Amount Required from Emergency Appropriation:

\$ 4,837.79	\$ 4,838.00
--------------------	--------------------

\$ 4,838.00

0 GENERAL FUND

1195 INSURANCE CLAIM ACTIVITY

PT	ACCOUNT					ORIGINAL BUDGET				REMAINING BALANCE
TRANSCODE	EFFECT DATE	PROCESS DATE	DOCUMENT	DESCRIPTION		BUDGET ADJUSTS	REVENUE/EXPEND	ENCUMBRANCES		
	23860 VEHICLE EQUIPMENT <\$1000			BEGINNING BALANCE*****		.00	.00	.00	.00	.00
50 10	3/03/2014	3/05/2014	2014 716	911 CUSTOM LLC		.00	.00	1,000.00	.00	
50 10	3/03/2014	3/05/2014	2014 716	911 CUSTOM LLC		.00	.00	912.84	.00	
50 10	3/03/2014	3/05/2014	2014 716	911 CUSTOM LLC		.00	.00	809.00	.00	
	23860 VEHICLE EQUIPMENT <\$1000			ENDING BALANCE*****		.00	.00	2,721.84	.00	2,721.84-
	20000 MATERIALS & SUPPLIES			CLASS TOTALS*****		.00	.00	2,721.84	.00	2,721.84-
	59100 VEHICLE REPAIRS/MAINTENANCE			BEGINNING BALANCE*****		.00	.00	.00	.00	.00
50 10	2/26/2014	2/28/2014	2014 584	UNIVERSITY SUBARU		.00	.00	2,695.76	.00	
50 10	2/26/2014	2/28/2014	2014 584	UNIVERSITY SUBARU		.00	.00	1,492.99	.00	
50 10	2/28/2014	3/05/2014	2014 705	TIGER TOWING SERVICE		.00	.00	41.60	.00	
50 10	2/28/2014	3/05/2014	2014 707	PERRY LEGEND REPAIR CENTER		.00	.00	843.17	.00	
50 10	2/28/2014	3/05/2014	2014 706	AUTOMOTIVE EXPRESSIONS		.00	.00	200.00	.00	
50 10	2/28/2014	3/05/2014	2014 708	AUTOMOTIVE EXPRESSIONS		.00	.00	350.00	.00	
50 10	3/25/2014	3/27/2014	2014 1201	UNIVERSITY SUBARU		.00	.00	118.20	.00	
50 10	4/10/2014	4/11/2014	2014 1553	911 CUSTOM LLC		.00	.00	3,026.96	.00	
50 10	5/01/2014	5/01/2014	2014 1927	COLLISION CENTER OF COLUMBIA L		.00	.00	1,042.79	.00	
50 10	5/01/2014	5/01/2014	2014 1920	UNIVERSITY SUBARU		.00	.00	80.69	.00	
50 10	5/01/2014	5/01/2014	2014 1920	UNIVERSITY SUBARU		.00	.00	61.21-	.00	
50 10	5/16/2014	5/27/2014	2014 2151	CENTRAL MO AUTO BODY-COLUMBIA		.00	.00	1,020.39	.00	
50 10	5/16/2014	5/27/2014	2014 2151	CENTRAL MO AUTO BODY-COLUMBIA		.00	.00	35.91-	.00	
50 10	5/21/2014	5/27/2014	2014 2270	TIGER TOWING SERVICE		.00	.00	42.60	.00	
50 10	5/28/2014	5/29/2014	2014 2334	UNIVERSITY SUBARU		.00	.00	3,953.10	.00	
40	6/10/2014	6/27/2014	A2014 225	ADJ FOR DEDUCTIBLE		.00	.00	846.29-	.00	
50 10	7/15/2014	7/17/2014	2014 3272	UNIVERSITY SUBARU		.00	.00	887.50	.00	
50 10	7/15/2014	7/17/2014	2014 3276	UNIVERSITY SUBARU		.00	.00	645.00	.00	
50 10	7/15/2014	7/17/2014	2014 3276	UNIVERSITY SUBARU		.00	.00	1,491.50	.00	
50 10	7/15/2014	7/17/2014	2014 3276	UNIVERSITY SUBARU		.00	.00	1,403.33	.00	
50 10	7/15/2014	7/17/2014	2014 3276	UNIVERSITY SUBARU		.00	.00	1,752.72	.00	
50 10	7/16/2014	7/17/2014	2014 3337	AUTOMOTIVE EXPRESSIONS		.00	.00	50.00	.00	
50 10	7/30/2014	7/31/2014	2014 3481	UNIVERSITY SUBARU		.00	.00	1,781.00	.00	
50 10	7/30/2014	7/31/2014	2014 3481	UNIVERSITY SUBARU		.00	.00	925.00	.00	
50 10	7/30/2014	7/31/2014	2014 3481	UNIVERSITY SUBARU		.00	.00	700.00	.00	
50 10	8/12/2014	8/14/2014	2014 3771	UNIVERSITY SUBARU		.00	.00	1,125.00	.00	
50 10	8/19/2014	8/21/2014	2014 3841	GALEN'S PAINTLESS DENT REPAIR		.00	.00	1,333.75	.00	

0 GENERAL FUND

1195 INSURANCE CLAIM ACTIVITY

PT	ACCOUNT	TRANSCODE	EFFECT DATE	PROCESS DATE	DOCUMENT	DESCRIPTION	ORIGINAL BUDGET	BUDGET ADJUSTS	REVENUE/EXPEND	ENCUMBRANCES	REMAINING BALANCE
50 10			8/19/2014	8/21/2014	2014 3841	GALEN'S PAINTLESS DENT REPAIR	.00	.00	444.00	.00	
50 10			8/19/2014	8/21/2014	2014 3841	GALEN'S PAINTLESS DENT REPAIR	.00	.00	459.00	.00	
50 10			9/11/2014	9/12/2014	2014 4289	JOE MACHENS FORD	.00	.00	2,001.33	.00	
50 10			9/17/2014	9/19/2014	2014 4476	COLLISION CENTER OF COLUMBIA L	.00	.00	336.65	.00	
	59100 VEHICLE REPAIRS/MAINTENANCE					ENDING BALANCE*****	.00	.00	29,300.62	.00	29,300.62-
	50000 VEHICLE EXPENSE					CLASS TOTALS*****	.00	.00	29,300.62	.00	29,300.62-
	60100 BLDG REPAIRS/MAINTENANCE					BEGINNING BALANCE*****	.00	.00	.00	.00	.00
70			5/23/2014	5/23/2014	2014 95	G & R CONSTRUCTION INC	.00	.00	.00	11,408.00	
70			5/23/2014	5/23/2014	2014 95	G & R CONSTRUCTION INC	.00	.00	.00	1,604.08	
50 10			9/17/2014	9/19/2014	2014 4418	G&R CONSTRUCTION INC	.00	.00	11,048.00	.00	
72 10			9/17/2014	9/19/2014	2014 4418	G&R CONSTRUCTION INC	.00	.00	.00	11,408.00-	
72			11/06/2014	11/06/2014	2014 95	G&R CONSTRUCTION INC	.00	.00	.00	1,604.08-	
	60100 BLDG REPAIRS/MAINTENANCE					ENDING BALANCE*****	.00	.00	11,048.00	.00	11,048.00-
	60000 EQUIP & BLDG MAINTENANCE					CLASS TOTALS*****	.00	.00	11,048.00	.00	11,048.00-
	71016 AUTO CLAIMS DEDUCTIBLE					BEGINNING BALANCE*****	.00	.00	.00	.00	.00
22			1/01/2014	1/02/2014	2014 467	***** ORIGINAL BUDGET *****	16,000.00	.00	.00	.00	
50 10			2/26/2014	2/28/2014	2014 584	UNIVERSITY SUBARU	.00	.00	1,000.00	.00	
50 10			2/26/2014	2/28/2014	2014 584	UNIVERSITY SUBARU	.00	.00	1,000.00	.00	
50 10			2/28/2014	3/05/2014	2014 707	PERRY LEGEND REPAIR CENTER	.00	.00	1,000.00	.00	
50 10			3/07/2014	3/11/2014	2014 871	JOE MACHENS FORD	.00	.00	420.48	.00	
50 10			3/07/2014	3/11/2014	2014 871	JOE MACHENS FORD	.00	.00	50.00-	.00	
50 10			3/07/2014	3/11/2014	2014 870	MOPERM	.00	.00	1,000.00	.00	
50 10			3/18/2014	3/21/2014	2014 1001	EAGLE AUTO GLASS	.00	.00	156.95	.00	
50 10			3/25/2014	3/27/2014	2014 1200	TOALSON GLASS INC	.00	.00	169.44	.00	
50 10			3/25/2014	3/27/2014	2014 1199	EAGLE AUTO GLASS	.00	.00	167.39	.00	
50 10			3/25/2014	3/27/2014	2014 1201	UNIVERSITY SUBARU	.00	.00	629.52	.00	
50 10			4/08/2014	4/11/2014	2014 1474	CENTRAL MO AUTO BODY-COLUMBIA	.00	.00	288.50	.00	
50 10			4/08/2014	4/11/2014	2014 1506	AUTOMOTIVE EXPRESSIONS	.00	.00	65.00	.00	
50 10			4/23/2014	4/25/2014	2014 1711	MOPERM	.00	.00	846.29	.00	
50 10			5/01/2014	5/01/2014	2014 1918	MARK'S MOBILE GLASS INC	.00	.00	195.00	.00	
50 10			5/01/2014	5/01/2014	2014 1927	COLLISION CENTER OF COLUMBIA L	.00	.00	153.71	.00	
50 10			5/01/2014	5/01/2014	2014 1920	UNIVERSITY SUBARU	.00	.00	1,000.00	.00	
50 10			5/28/2014	5/29/2014	2014 2358	MOPERM	.00	.00	153.71	.00	

BSIDIARY LEDGER ACTIVITY FOR: 1/01/2014 THRU 12/31/2014 REPORT RUN DATE: 3/25/2015
 0 GENERAL FUND 1195 INSURANCE CLAIM ACTIVITY

RUN BY: HRHILARY

PAGE: 4

PT	ACCOUNT					ORIGINAL BUDGET	BUDGET ADJUSTS	REVENUE/EXPEND	ENCUMBRANCES	REMAINING BALANCE
TRANSCODE	EFFECT DATE	PROCESS DATE	DOCUMENT	DESCRIPTION						
50 10	5/28/2014	5/29/2014	2014 2334	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
40	6/10/2014	6/27/2014	A2014 225	ADJ FOR DEDUCTIBLE		.00	.00	846.29	.00	
50 10	6/12/2014	6/13/2014	2014 2706	MOPERM		.00	.00	445.37	.00	
50 10	7/09/2014	7/10/2014	2014 3127	AUTOMOTIVE EXPRESSIONS		.00	.00	50.00	.00	
50 10	7/10/2014	7/17/2014	2014 3173	UNIVERSITY SUBARU		.00	.00	718.12	.00	
50 10	7/10/2014	7/17/2014	2014 3173	UNIVERSITY SUBARU		.00	.00	13.01-	.00	
50 10	7/15/2014	7/17/2014	2014 3273	MOPERM		.00	.00	240.37	.00	
50 10	7/15/2014	7/17/2014	2014 3273	MOPERM		.00	.00	326.75	.00	
50 10	7/15/2014	7/17/2014	2014 3272	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
50 10	7/15/2014	7/17/2014	2014 3276	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
50 10	7/15/2014	7/17/2014	2014 3276	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
50 10	7/15/2014	7/17/2014	2014 3276	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
50 10	7/15/2014	7/17/2014	2014 3276	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
50 10	7/22/2014	7/24/2014	2014 3373	UNIVERSITY SUBARU		.00	.00	953.48	.00	
50 10	7/30/2014	7/31/2014	2014 3481	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
50 10	7/30/2014	7/31/2014	2014 3481	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
50 10	7/30/2014	7/31/2014	2014 3481	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
50 10	8/12/2014	8/14/2014	2014 3771	UNIVERSITY SUBARU		.00	.00	1,000.00	.00	
50 10	8/19/2014	8/21/2014	2014 3841	GALEN'S PAINTLESS DENT REPAIR		.00	.00	1,000.00	.00	
50 10	8/19/2014	8/21/2014	2014 3841	GALEN'S PAINTLESS DENT REPAIR		.00	.00	1,000.00	.00	
50 10	8/19/2014	8/21/2014	2014 3841	GALEN'S PAINTLESS DENT REPAIR		.00	.00	1,000.00	.00	
50 10	9/11/2014	9/12/2014	2014 4289	JOE MACHENS FORD		.00	.00	1,000.00	.00	
50 10	9/17/2014	9/19/2014	2014 4476	COLLISION CENTER OF COLUMBIA L		.00	.00	1,000.00	.00	
50 10	11/12/2014	11/14/2014	2014 5401	CENTRAL MO AUTO BODY-COLUMBIA		.00	.00	475.61	.00	
50 10	11/12/2014	11/14/2014	2014 5401	CENTRAL MO AUTO BODY-COLUMBIA		.00	.00	7.11-	.00	
40	12/31/2014	3/25/2015	A2014 546	CORRECTING INSURANCE CHARGES		.00	.00	445.37-	.00	
40	12/31/2014	3/17/2015	A2014 545	CORRECTING INSURANCE CHARGES		.00	.00	240.37-	.00	
40	12/31/2014	3/17/2015	A2014 545	CORRECTING INSURANCE CHARGES		.00	.00	326.75-	.00	
50 10	12/31/2014	1/23/2015	2014 6457	TIGER TOWING SERVICE		.00	.00	176.04	.00	
50 10	12/31/2014	1/08/2015	2014 6296	JOE MACHENS FORD		.00	.00	502.75	.00	
50 10	12/31/2014	1/23/2015	2014 6457	TIGER TOWING SERVICE		.00	.00	73.26	.00	
50 10	12/31/2014	1/08/2015	2014 6325	DENTS UNLIMITED COLUMBIA MO LL		.00	.00	65.00	.00	
				71016 AUTO CLAIMS DEDUCTIBLE		16,000.00	.00	27,036.42	.00	11,036.42-
				71018 OTHER CLAIMS DEDUCTIBLE						
				BEGINNING BALANCE*****		.00	.00	.00	.00	.00
22	1/01/2014	1/02/2014	2014 468	***** ORIGINAL BUDGET *****		30,000.00	.00	.00	.00	
50 10	1/22/2014	1/24/2014	2014 84	MOPERM		.00	.00	777.83	.00	

0 GENERAL FUND

1195 INSURANCE CLAIM ACTIVITY

PT	ACCOUNT					ORIGINAL BUDGET	BUDGET ADJUSTS	REVENUE/EXPEND	ENCUMBRANCES	REMAINING BALANCE
TRANSCODE	EFFECT DATE	PROCESS DATE	DOCUMENT	DESCRIPTION						
50 10	4/08/2014	4/11/2014	2014 1507	MOPERM		.00	.00	212.50	.00	
50 10	5/01/2014	5/01/2014	2014 1919	DIGI SURVEILLANCE SYSTEMS		.00	.00	512.00	.00	
50 10	5/22/2014	5/27/2014	2014 2326	ALARM COMMUNICATIONS CENTER		.00	.00	781.00	.00	
70	5/23/2014	5/23/2014	2014 95	G & R CONSTRUCTION INC		.00	.00	.00	5,000.00	
50 10	7/14/2014	7/24/2014	2014 3235	JAMES H DREW CORP		.00	.00	1,430.00	.00	
50 10	7/15/2014	7/17/2014	2014 3274	MO BUILDERS SERVICE INC		.00	.00	3,264.00	.00	
50 10	9/17/2014	9/19/2014	2014 4418	G&R CONSTRUCTION INC		.00	.00	5,000.00	.00	
72 10	9/17/2014	9/19/2014	2014 4418	G&R CONSTRUCTION INC		.00	.00	.00	5,000.00	
40	10/14/2014	11/07/2014	A2014 411	SEP14 VEHICLE EXP-SHF/CORR		.00	.00	27.20	.00	
50 10	10/28/2014	10/30/2014	2014 5096	MOPERM		.00	.00	762.50	.00	
50 10	11/05/2014	11/07/2014	2014 5213	MOPERM		.00	.00	543.88	.00	
50 10	11/20/2014	11/20/2014	2014 5557	CROFT, ERIC		.00	.00	130.00	.00	
50 10	12/02/2014	12/04/2014	2014 5682	MOPERM		.00	.00	62.50	.00	
	71018 OTHER CLAIMS DEDUCTIBLE			ENDING BALANCE*****		30,000.00	.00	13,503.41	.00	16,496.59
	71020 UNINSURED CLAIMS			BEGINNING BALANCE*****		.00	.00	.00	.00	.00
22	1/01/2014	1/02/2014	2014 469	***** ORIGINAL BUDGET *****		4,000.00	.00	.00	.00	
	71020 UNINSURED CLAIMS			ENDING BALANCE*****		4,000.00	.00	.00	.00	4,000.00
	71105 LEGAL SERVICES			BEGINNING BALANCE*****		.00	.00	.00	.00	.00
30	1/13/2014	1/13/2014	2014 127	MARK NARDONI SETTLEMENT - RFND		.00	.00	1,318.65	.00	
33	1/13/2014	1/28/2014	2014 127	MARK NARDONI SETTLEMENT - RFND		.00	.00	1,318.65	.00	
	71105 LEGAL SERVICES			ENDING BALANCE*****		.00	.00	.00	.00	.00
	70000 CONTRACTUAL SERVICES			CLASS TOTALS*****		50,000.00	.00	40,539.83	.00	9,460.17
	TOTAL EXPENDITURES			*****		50,000.00	.00	83,610.29	.00	33,610.29

BSIDIARY LEDGER ACTIVITY FOR: 1/01/2014 THRU 12/31/2014 REPORT RUN DATE: 3/25/2015
 0 GENERAL FUND 1195 INSURANCE CLAIM ACTIVITY

RUN BY: HRRILARY

PAGE: 1

PT	ACCOUNT	TRANSCODE	EFFECT DATE	PROCESS DATE	DOCUMENT	DESCRIPTION	ORIGINAL BUDGET	BUDGET ADJUSTS	REVENUE/EXPEND	ENCUMBRANCES	REMAINING BALANCE
95	3945					BEGINNING BALANCE*****	.00	.00	.00	.00	.00
40			1/02/2014	3/21/2014	A2014 89	REVERSE JE2013-608 2013 REV AC	.00	.00	8,656.32-	.00	
30			1/15/2014	1/15/2014	2014 163	CLAIM #: AP13-35768-1	.00	.00	2,695.76	.00	
30			1/15/2014	1/15/2014	2014 164	CLAIM #: AP14-0035824-1	.00	.00	543.32	.00	
30			2/19/2014	2/19/2014	2014 559	CLAIM #: AP14-0035857-1	.00	.00	1,492.99	.00	
30			2/27/2014	2/27/2014	2014 667	CLAIM #: PR13-35624-1	.00	.00	8,656.32	.00	
30			3/04/2014	3/04/2014	2014 734	CLAIM #: AP14-0035857-1	.00	.00	200.00	.00	
30			3/24/2014	3/24/2014	2014 986	CLAIM #: AP14-0036089-1	.00	.00	19.48	.00	
30			3/24/2014	3/24/2014	2014 987	CLAIM #: AP14-0036006-1	.00	.00	423.34	.00	
30			4/08/2014	4/08/2014	2014 1162	CLAIM #: AP14-0036173-1	.00	.00	196.50	.00	
30			4/16/2014	4/16/2014	2014 1274	CLAIM #: AP14-0036178-1	.00	.00	3,953.10	.00	
30			4/17/2014	4/17/2014	2014 1282	CLAIM #: AP14-0036209-1	.00	.00	1,781.00	.00	
30			4/17/2014	4/17/2014	2014 1283	CLAIM #: AP14-0036236-1	.00	.00	1,491.50	.00	
30			4/23/2014	4/23/2014	2014 1350	VEHICLE REPAIR	.00	.00	1,020.39	.00	
50 41			5/20/2014	5/20/2014	2014 73750	USAA UNITED SERVICE AUTO ASSOC	.00	.00	35.91-	.00	
30			5/29/2014	5/29/2014	2014 1734	VEHICLE REPAIR - HAIL DAMAGE	.00	.00	25,637.43	.00	
30			5/30/2014	5/30/2014	2014 1739	VEHICLE REPAIR - HAIL DAMAGE	.00	.00	4,080.91	.00	
33			6/01/2014	9/10/2014	2014 1734	VEHICLE REPAIR - HAIL DAMAGE	.00	.00	25,637.43-	.00	
33			6/01/2014	9/10/2014	2014 1734	VEHICLE REPAIR - HAIL DAMAGE	.00	.00	8,038.55	.00	
30			7/02/2014	7/02/2014	2014 2124	CLAIM #: AP14-0036569-1	.00	.00	2,001.33	.00	
30			7/11/2014	7/11/2014	2014 2266	CLAIM #: AP14-0036416-1	.00	.00	50.00	.00	
30			7/11/2014	7/11/2014	2014 2267	CLAIM #: AP14-0036570-1	.00	.00	494.75	.00	
30			7/11/2014	7/11/2014	2014 2268	CLAIM #: AP14-0036616-1	.00	.00	26.45	.00	
30			7/11/2014	7/11/2014	2014 2269	CLAIM #: AP14-0036513-1	.00	.00	336.65	.00	
30			8/14/2014	8/14/2014	2014 2663	CLAIM #: AP14-36570-1	.00	.00	1,000.00	.00	
50 10			8/19/2014	8/21/2014	2014 3840	MOPERM	.00	.00	481.30-	.00	
50 10			8/19/2014	8/21/2014	2014 3840	MOPERM	.00	.00	356.31-	.00	
30			9/10/2014	9/10/2014	2014 2963	CLAIM #: AP10-0019651-1	.00	.00	1,000.00	.00	
40			12/31/2014	3/25/2015	A2014 546	CORRECTING INSURANCE CHARGES	.00	.00	1,200.00-	.00	
						3945 INSURANCE RECOVERIES/PROCEEDS	.00	.00	28,772.50	.00	28,772.50-
						3900 OTHER FINANCING SOURCES	.00	.00	28,772.50	.00	28,772.50-
						TOTAL REVENUES	.00	.00	28,772.50	.00	28,772.50-

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20¹⁵

In the County Commission of said county, on the

14th

day of

April

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Bureau of Justice Assistance Grant application for the Veterans Treatment Court.

Done this 14th day of April, 2015.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner

Janet M. Thompson
Janet M. Thompson

District II Commissioner

Project Abstract

13th Judicial Circuit Veterans Treatment Court

POC: Mary Epping

Phone: (573) 886-4058, Email: mary.epping@courts.mo.gov

Address: Boone County Courthouse
705 E. Walnut St.
Columbia, MO 65201

The 13th Judicial Circuit's Veterans Treatment Court in Boone County, Missouri, seeks enhancement funding in the amount of \$199,979.76, from the BJA to grow it's Veterans Treatment Court (type B – servicing non-violent offenders). This funding would to allow the circuit to enhance current services and to become multi-jurisdictional. The expansion of the court would extend to additional rural counties in Mid-Missouri. The 13th Circuit's Veterans Treatment Court started in July 2013. Its current maximum capacity is 15, however, with additional funding from the BJA, it is anticipated this court would at least double to 30 participants. Participation in the Veterans Treatment Court is a minimum of 1 year, and a maximum of 2 years. On average, participants graduate at just over 12 months. During the 2 years of this enhancement grant, the court anticipates serving a minimum of 30 additional participants.

Admission to this court is limited to first time non-violent offenders, probationers and offenders returning to the community from the Department of Corrections. Anyone may refer a defendant to the court for screening and the Veterans Justice Outreach officers regularly visit the jails to make contact with individuals identifying themselves as Veterans. The target population is Veterans charged with a criminal offense who served in any branch of the United States Military or Missouri National Guard/Reserves, and are eligible to receive services from the Veteran's Health Administration. The applicant must be able to meet the intensive Veterans Treatment Court requirements, based on the key components (*see pages 10-14 of the Project Narrative*). Applicants cannot have an offense that would compromise the safety of other participants or staff. Each applicant is assessed by the Treatment Court Administrator, given a RANT assessment (Risk and Needs Triage assessment tool), and given a clinical screening to determine whether there is a need for substance abuse treatment and/or a diagnosed mental health condition. Veterans who enter the treatment court receive treatment through the Harry S. Truman Veterans Hospital (VA). The VA uses evidence-based therapies and evidence-based practice and proven treatments. Examples of the types of therapy provided include motivational enhancement therapy, cognitive behavioral therapy, interpersonal therapy, and moral reconnection therapy. The treatment court team tracks participants' progress through team meetings, and court staff review recidivism rates by using Missouri's Case.net website. In addition, Dr. Kelli Canada from the University of Missouri is a member of the treatment team who collects data regarding in-program progress and post-program recidivism.

The 13th Circuit is not designated as an Empowerment Zone or Renewal Community. The Veterans Treatment Court does not have other federal funding. The Veterans Treatment Court attended a planning initiative in Buffalo, NY, in November 2013, and the NHTSA/NCDC DWI Court Planning training in November 2014 (to provide Limited Driving Privilege licenses), in addition to attending state and national treatment court conferences.

13th Judicial Circuit Veterans Treatment Court

PROGRAM NARRATIVE

a. Statement of the Problem

The 13th Judicial Circuit is requesting **\$199,979.76** in **enhancement** funds from the BJA to increase services provided to its **Veterans Treatment Court Type B** participants (non-violent offenders), and to enable the treatment court to expand to surrounding rural counties. This funding would increase the number of participants served by the court, and enhance court operations including increased supervision services, drug testing and and support services of all participants by providing much-needed assistance with transitional housing of veterans.

The 13th Circuit is comprised of courts of general jurisdiction in Boone and Callaway counties in mid-Missouri. The two contiguous counties are located half-way between St. Louis and Kansas City. Boone County is home to the University of Missouri and several private colleges, and is the location of one of four Veterans Medical Hospitals in Missouri – the Harry S. Truman Memorial Veterans' Hospital. Callaway County is home to Westminster College and William Woods College. The demographics of Boone County are more urban than Callaway County, but both counties have rural populations. Boone County's total population is 170,773, and Callaway County's population is 44,359.

The 13th Circuit Veterans Treatment Court started in July 2013, with funding provided by Veterans United Foundation. Veterans United, a mortgage company based in Columbia, created a philanthropic foundation from Veterans United staff contributions. The Foundation pledged \$30,000 for July- December 2013, and \$70,000 for January-December 2014 pursuant to a memorandum of understanding with the circuit. The Foundation was able to provide the 13th Circuit an additional \$41,900 for January-December 2015. No additional funding has been made

available for the Veterans Court for the future. These funds have helped pay half of the salary and benefits of the Treatment Court Administrator, the part-time salary of the Veterans Mentor Coordinator, and helped pay for some drug testing and community supervision of court participants. In addition, the Missouri Drug Court Coordinating Commission (DCCC) awarded state funds to the Veterans Treatment Court, including \$3,582 in FY14, and \$3,402 in FY15, for drug testing and community supervision. With the loss of the Foundation funding and DCCC's limited contribution, the circuit needs additional funding to expand the Veterans Treatment Court into a multi-jurisdictional court. This expansion is anticipated to double the court's population. In 2014, legislation passed that allowed the 13th Circuit to ask for a Drug Court Commissioner. Appropriations have been filed to fund the commissioner starting in August 2015. In Missouri, a Drug Court Commissioner can have jurisdiction over multiple circuits. Legislation was also passed in 2014 so presiding judges may agree to allow for veterans to be in treatment court in another circuit (section 478.008.1, Missouri Revised Statutes). Either avenue allows the court to go multi-jurisdiction later this year, or early in 2016.

Target population and structure of the court - The Veterans Treatment Court serves military veterans and some active-duty personnel who are eligible for services from the Veterans Administration (VA), and have been charged with a criminal offense. It is a court-supervised, comprehensive treatment program which includes first time non-violent offenders (pre-plea and post-plea), probationers, and offenders returning to the community from the Department of Corrections. Participation includes regular court appearances before the Veterans Treatment Court Judge, random drug testing 6-8 times a month, regular meetings with a probation officer, community supervision, and treatment through the Truman VA Hospital. Participants are also expected to meet with a mentor, obtain and maintain employment or be involved in vocational or

educational programs, and are encouraged to attend 12-step meetings. The treatment team, made up of the treatment court judge, treatment court administrator, mentor coordinator, probation officer, veterans justice outreach specialists, community supervisor, defense counsel and assistant professor (who measures the in-program and post-program data), meet every court day to discuss the progress of each participant and any pending participants. The team discusses drug screen results, treatment attendance and participation, other needs and problems of participants, and whether the participant is progressing. Ultimately, the treatment court judge makes the decision about whether sanctions or incentives are awarded, the participant moves forward in the phases, graduates or is terminated.

Referral, screening and assessment - Any one may refer a participant to the Veterans Treatment Court. In an effort to pro-actively identify eligible veterans, the 13th Circuit worked with the Boone County jail include questions during intake to determine whether someone is a veteran. Those who self-identify as a veteran are interviewed by the Veterans Justice Outreach Specialist who determines whether the person is VA benefit-eligible. The prosecutor's office is notified of an individual's veteran status and will be consulted on their position of someone's eligibility. If the prosecutor is opposed, the Veterans Court administrator will wait for a judicial order before moving forward with the screening. If there is no objection from the prosecutor, or an order from the court, the defendant will be screened by the veteran court administrator to determine if they meet the eligibility requirements of the court. The administrator also uses the Risk And Needs Triage (RANT) tool during the assessment. This will ensure the most appropriate use of the program resources for participants. The Veterans Court administrator prioritizes participants who are high-risk, high-need offenders. These models were selected because they are both widely accepted assessment tools in the field of addiction and have been

used successfully in the 13th Circuit in its other Alternative Sentencing Courts. The participant will also be screened by a clinician to determine if they have substance abuse and/or mental health condition. All referred participants must be determined to require substance abuse treatment and/or have a diagnosed mental health condition. The treatment team meets and discusses each applicant and decides whether the participant is eligible. The treatment court administrator sends a letter to the sentencing judge regarding the participant's eligibility. The sentencing judge ultimately decides whether to order the participant into the Veterans Treatment Court.

Current capacity and phases - The maximum population of the Veterans Treatment Court is 15 but there are currently 10 participants. With additional funding, the maximum population will be 30. Over the two years of the grant, up to 60 people could be served by BJA funds. There are four phases for this court. During Phase I participants are expected to attend court weekly, meet frequently with their probation officer, engage in random drug testing, seek a veteran mentor and are encouraged to utilize 12-step support meetings and find a sponsor. During this time, participants and team members will become acquainted with each other and specific factors regarding client treatment, and medical, educational, housing and employment needs are assessed. The VA will be consulted on what services could offer each participant. Once the participant has successfully maintained all requirements of Phase I for at least 60 days, they are moved into Phase II. Phase II lasts a minimum of 6 months. Depending on performance, there may be a decrease in treatment requirements, probation officer visits, and court appearances. Participants are still required to participate in random drug testing. The treatment focus shifts from obtaining sobriety towards relapse prevention. Participants are expected to actively seek employment or enroll in educational programs. If they relapse, the participant may

be required to begin the phase over. Phase III, which lasts at least 3 months, focuses on preparing a continuing care plan for post-graduation. In addition to maintaining all court requirements, participants are expected to have a full-time job, be enrolled in an educational or vocational program, or a combination of the two. Court dates are decreased as participants prepare for graduation. Phase IV is the remainder of probation. These phases utilize key components by requiring alcohol and drug treatment and rehabilitation services; monitoring the participants by random drug testing and community supervision; continued judicial interaction to monitor compliance; coordinating interaction between the court, probation and parole, the VA, and others; and having a coordinated strategy to govern the court's response to the participant's compliance. The length of the program is determined by each participant's progress and is a minimum of one year, and a maximum of two years.

Restitution costs and fees for program participation – Participants are required to pay a \$75 monthly fee. If appropriate, the judge may waive the fee. This fee helps offset the cost of the court. Ideally, restitution costs are paid prior to graduation, however if they are not, the treatment judge verifies that a payment plan is in place with the probation officer.

Recovery support services delivery plan - The Veterans Treatment Court recognizes the central role substance abuse treatment plays within the alternative sentencing system. The areas of substance abuse treatment include, but are not limited to: assessments, individual counseling, group counseling, group education, case management, residential support/day treatment, and treatment court day. The Harry S. Truman Veterans Hospital provides all treatment needs for the Veterans Treatment Court. Participants are encouraged to attend AA or NA, and are required to meet with a veteran mentor. In the court's experience, the mentor plays a critical role in the

success of a participant. Each mentor is trained to support the participant, but is not a member of the team.

Judicial Supervision and Involvement - The treatment court judge is a member of the treatment team and maintains close involvement with the participants. Court is scheduled every Monday and the team, including the judge, meets before court to discuss all participants. The team may also update the judge throughout the week about any emergencies or critical updates. The judge meets with each participant, individually, during court and uses the information discussed at the meeting to talk with them about how they are progressing in the program and what barriers may be holding them back from success. While the team makes recommendations, the judge determines whether any incentives or sanctions will be given during court. Upon acceptance into the Veterans Treatment Court, the veterans are expected to keep a journal. Journals are given to each veteran at their first court appearance and the judge provides a weekly journal topic. The judge reads the entries during court and talks with participants about what they wrote. The purpose of the journal is to provide the judge with each participant's perception of their progress, including personal problems of recovery, and short- and long-term goals. It helps the judge identify the participant's concerns that the team may not know about.

Mandatory and random drug testing - The 13th Circuit has a contract with Redwood Toxicology Laboratory (RTL) for its treatment court drug tests. Veteran Treatment Court participants are assigned an ID number and must call RTL's drug testing call-in phone number daily to find out if he or she needs to provide a drug screen. Participants enter their personal code and if they need to provide a drug test that day, they have between 6 a.m. and 10 a.m. to make the drop. Drug test days and individual's selected to report each time are scheduled in advanced using a randomized computer system. Holidays and events that may be more likely to include

alcohol or substance abuse are taken into consideration when scheduling testing days. The court usually uses an 11 panel screen. GC/MS confirmation tests are available at an additional cost that will be charged to the participant if the test is positive. Cannabinoid (synthetic marijuana) test and bath salts tests are available as well. Each participant gives 6-8 times a month. Veterans Treatment Court team members also assist in collections when needed. Samples collected by team members are packaged and mailed to RTL for testing.

With BJA funding, random testing for the Veterans Treatment Court will increase to a variable 8-10 times a month. This increased testing will mean at least two tests a week and will increase the court's ability to verify participants are clean and sober. In addition, with BJA funding the court will expand to surrounding counties. Participants in these newly added counties will also call into the hotline daily and enter an ID code. If it is their turn to provide a UA, it is anticipated they will provide one at their local Probation Office and the test will be sent to RTL. This is the process the 13th Circuit uses in Callaway County and it has worked well since 2001.

Incentives and Sanctions - Incentives and sanctions are an important part of treatment court; however, BJA funds will not be used for this purpose. Currently participants who do well may receive the incentives of decreased court appearances, gift cards, progress to the next phase, be permitted to travel more frequently, or be given a month off of court fees. Those who do well each week are also entered into a larger quarterly drawing for a larger incentive. Sanctions may include increased drug testing, electronic monitoring, community service hours, increased reporting to probation officer, increased court appearances, be moved back to a previous phase, sent to jail, or be terminated from the program.

Graduation and termination - In order to graduate from the Veterans Treatment Court program, participants must have satisfactory attendance at all treatment services, regular contact

with their probation officer, have 6 months of sobriety, obtain and maintain steady employment (unless retired, disabled, full-time homemaker, or full-time student), successfully complete all court-ordered treatment, complete a continuing recovery plan with counselor, sufficiently integrate the information to support recovery, complete of a minimum of one full year in the program, submit a “Graduation Application” (a 3-5 page essay that will addresses participant’s understanding of personal problems of addiction, mental health condition, criminal behavior, relapse prevention, and about their personal Veterans Treatment Court experience), and completed payment of fines, restitution (the probation officer will work out a restitution payment plan with the veteran) and treatment court fees. Someone may be terminated from the program for new criminal charges; being violent, dishonest or inappropriate behavior including threats to other participants or staff; lack of treatment progress as decided by the treatment provider and treatment court team; failure to secure full time employment; failure to pay fines, court cost or restitution; and continued substance use or medical problems that interfere with treatment. Effective March 2015, Veterans Treatment Court participants are required to pay \$75 a month.

Treatment services – The Veterans Treatment Court follows the 10 Key Components for treatment courts. Participants are assessed to determine what their needs are: substance abuse treatment, mental health treatment, education, daily living skills, employment, or some combination thereof. Participants are allowed assessed to determine whether they are high risk for criminogenic behaviors, and/or high need for substance abuse treatment. Dr. Doug Marlowe’s research indicates those who are high-risk and high-need require the highest level of treatment and supervision. Veterans who enter the treatment court all receive evidence-based counseling through the Harry S. Truman Veterans Hospital (VA). The VA uses evidence-based psychotherapies or evidence-based practice and proven treatments. Examples of the types of

therapy provided include cognitive processing therapy, prolonged exposure, motivational interviewing, motivational enhancement therapy, acceptance commitment therapy, cognitive behavioral therapy, interpersonal therapy, moral reconnection therapy, and social skills training (www.va.gov). The Veterans Hospital currently provides MAT and monitors results in a clinical setting. Participant progress is evaluated by the team, and by Dr. Kelli Canada, an assistant professor at the University of Missouri, who monitors participant data.

Community Supervision – Veterans Treatment Court uses community supervision as an integral part of its program to ensure compliance with the treatment program. Community supervision is performed through tracking services. Trackers conduct random face-to-face contacts with participants in the form of home visits and employment checks, verifying that there are no signs of drug or alcohol use by administering random breathalyzer tests and/or drug tests, and performing random bar sweeps and monitoring other high crime/drug activity hot spots. The court seeks additional funding to increase the hours of community supervision, and to ensure there is funding available for supervising the participants who will live in surrounding counties.

b. Project Design and Implementation

1) Participants are required to pay a monthly \$75 fee. This fee helps offset some costs of the court such as tracking, testing, and training for the team. A client is required to have all of their monthly fees paid before they graduate, but if a participant is otherwise doing well, the Treatment Court Judge may waive the fee especially if there are extenuating circumstances that would interfere with a client's rehabilitation or graduation. If restitution is not completed, the participant will be required to have a payment plan worked out with the probation officer.

2) Veterans Court participants are identified as soon as possible by jail personnel asking during intake of those arrested to determine whether someone is a veteran. Those who self-

identify as a veteran are referred to the Veterans Justice Outreach Specialist who will determine whether the veteran is benefit-eligible. The court will take a referral from any one to screen a possible participant. The court does not require an initial period of incarceration, but a defendant returning to the community from mandatory 120 days in the Department of Corrections may be ordered to participate in the Veterans Treatment Court. The Veterans Treatment Court currently utilizes FDA-approved medication assisted treatment (MAT) through the VA, and will continue to utilize those services.

3) The race of applicants and selected participants is tracked. If a disparity is discovered, the Veterans Treatment Court will review its assessment process. In other court procedures “race” and “sex” have been removed to ensure a more objective and neutral review method.

Goals and key components. Through BJA funding, the 13th Circuit Veterans Treatment Court seeks to enhance current testing, community supervision, and assistance with transitional housing; and the court seeks to grow its population by including surrounding counties outside of the 13th Circuit. It is anticipated this will at least double the size of the court. Testing in the new counties will be done in a participants’ home county through probation and parole, and community supervision (trackers) is needed to travel to where new participants live. The team has found stable living is a critical feature in the success of participants and many veterans struggle with finding a suitable living arrangement. The court seeks funding to ensure participants have safe, reliable housing. The treatment court will meet these goals through the evidence-based program principles in the Veterans Treatment Court 10 Key Components.

Key Component #1: The 13th Circuit Veterans Treatment Court integrates alcohol, drug treatment, and mental health services with case processing, by requiring frequent random drugs tests and requiring participants to attend appropriate counseling. The court seeks to increase its

monthly testing. Currently, participants call a hotline provided by the contracted agency every morning to find out if they need to provide a UA that day. This testing is continued throughout the program and each participant provides a UA at least 6 times a month. The court seeks to increase this to a variable 8-10 times a month. The treatment team meets weekly to discuss each participant's progress and additional communication over email and phone occur throughout the week if issues arise. Such issues are promptly addressed by the Veterans Court administrator and Judge, Veterans Justice Outreach Specialist, or Probation Officer, as appropriate.

Key Component #2: The Veterans Treatment Court holds court every Monday using a non-adversarial approach. Participants are given a manual that includes the graduated range of sanctions and incentives available. While the treatment team gives input to the progress of a participant, it is ultimately up to the treatment court judge to give a response (sanction or incentive) to participant's behavior.

Key Component #3: The Veterans Treatment Court strives to identify eligible participants as early as possible. This is evidenced by working with the Boone County jail to include questions during intake to help identify veterans. Similar changes will be requested of the new county members. Also, the Veterans Court administrator will take a referral from any one (defense attorney, prosecutor, probation officer, etc). The treatment court's manual, and policies and procedures clearly outline eligibility criteria. All referrals are screened by the court administrator, Veterans Justice Outreach Specialist and treatment clinician to determine whether they have a substance abuse and/or mental health condition. The court administrator uses the RANT assessment tool on each referred offender to determine whether the offender is a high-risk for committing crimes, and high-need for substance abuse treatment. Program resources are prioritized for those offenders.

Key Component #4: Veterans Treatment Court provides access to a continuum of alcohol, drug, mental health and other related treatment and rehabilitation services through the Harry S. Truman Veterans Hospital. Participants are also encouraged to attend AA or NA, and are required to meet with a mentor. The mentor helps participants identify veterans groups and organizations that help the participant feel ties to the community and can assist with relapse prevention. Since all participants must be benefit-eligible, they may continue to access after-care services through the VA when they have graduated from the court. As the court expands to new counties to reach new participants, individuals will still be required to be benefit-eligible at the VA, and will all receive care from the local VA.

Key Component #5: The Veterans Treatment Court administrator monitors compliance with the program through random drug tests and community supervision. The court requires participants to take random drug tests at least 6 times a month. The court seeks funds to increase that to a variable 8-10 times a month. An 11 panel test used reveals alcohol and other drug use. The Veterans Court administrator reports the drug test results to the treatment team. The team recommends an action if necessary, which will be carried out by the treatment court judge. In addition, the court utilizes a “tracker” to conduct community supervision. Trackers check on participants at home, at work and in the community with just 15 minutes notice. This ensures there is not substance abuse in the home, that the participant is at work when scheduled to be there, and that they are not in inappropriate places. The tracker reports its contacts to the treatment team during team meetings or, if needed the tracker will contact the court administrator immediately if action is appropriate (such as inappropriate housing conditions).

Key Component #6: Based on the policies and procedures, and the Veterans Treatment Court manual, the treatment team meets each week to discuss participant progress, and specific

goals needed to be met by participants to move through the phases and graduate. The team coordinates its responses to participants' compliance, or noncompliance and adjusts the treatment of the individual as necessary.

Key Component #7: During the weekly court docket, the Veterans Court Judge talks to court participants individually. This judicial interaction includes the judge reading the participant's journal, discussing any success or challenges the participant has had since the last docket, and giving any incentives or sanctions if appropriate. Reading the journal and talking face-to-face allows the judge to make personal assessments of the participant, in addition to all of the information provided by the treatment team.

Key Component #8: The Treatment Court Administrator and Veterans Justice Outreach Specialist are tasked with monitoring and evaluating the Treatment Court to ensure the court is meeting program goals and continuing to be effective for court participants. The treatment provider - the Harry S. Truman Veterans Hospital (VA) - uses evidence-based psychotherapies or evidence-based practice and proven treatments. Examples of the therapy and counseling provided include cognitive processing therapy, motivational enhancement therapy, acceptance commitment therapy, cognitive behavioral therapy, interpersonal therapy, moral reconnection therapy, and social skills training. (www.va.gov) In addition, the Veterans Treatment Court team includes a research professor who evaluates the court on an on-going basis. Finally, the 13th Circuit works closely with the Office of State Courts Administrator to ensure its courts are up to date with all aspects of the courts.

Key Component #9: The Veterans Treatment Court team has continued interdisciplinary education to promote effective Veterans Treatment Court planning, implementation, and operations. In addition to in-house annual training, team members have attended the following

trainings and conferences: Missouri Association of Treatment Court Professionals (2012-2015), the National Association of Drug Court Professionals and Vet Court Con (2013-2015), NHTSA/NCDC DWI Court Planning (2014), and Buffalo Mentor Court Initiative Training (2013).

Key Component #10: On February 10, 2012, When the Veterans Treatment Court was getting started, the 13th Circuit held a stakeholders meeting with more than 30 community leaders, local and state office, military personnel, public agencies and community-based organizations, Veterans associations and the VA. At that meeting the circuit discussed its plans to serve Veterans through a Veterans Treatment Court and asked the stakeholders how they could help achieve the goals of the court. This helped garner interest in support of the court and to find mentors. The mentor coordinator and court administrator help to continue the relationships that were started in 2012.

c. Capabilities and Competencies

The Veterans Treatment Court team includes the treatment court judge, treatment court administrator, probation officer, Veterans Justice Outreach Specialist, community supervisor (tracker), defense counsel, and researcher. The prosecutor's office is involved on the front end of whether to accept applicants, and are consulted as needed.

Judge Michael Bradley, judge of the Veterans Treatment Court, currently serves as the judge for the Boone County DWI Court. He attended the NDCI Comprehensive Drug Court Practitioner Training in Reno, Nevada in October 2011, Missouri Association of Treatment Court Professionals annual training, National Association of Drug Court Professionals annual training and Vet Court Con (2013), NHTSA/NCDC DWI Court Planning (2014), and Buffalo Mentor Court Initiative Training (2013). As a member of the Veterans Treatment Court team, the

judge presides over the court proceedings and monitors the appropriate applications of sanctions and incentives while maintaining the integrity of the court. At the first court appearance, the judge explains to participants their rights and program requirements. He requires participants to appear at regularly scheduled status hearings, at which time he reviews with the participants their treatment progress reports. Part of this interaction includes the judge reading the participant's journal. From this information the judge will have the opportunity to reinforce positive behaviors, identify areas that need continued improvements, and/or impose appropriate consequences.

Clayton VanNurden is the Veterans Treatment Court administrator. Like Judge Bradley, he has attended Missouri Association of Treatment Court Professionals annual training, National Association of Drug Court Professionals annual training and Vet Court Con (2013), NHTSA/NCDC DWI Court Planning (2014), and Buffalo Mentor Court Initiative Training (2013). As the administrator, Clayton performs administrative functions such as long range planning, budget requests, establishing procedures and overseeing day-to-day operations. He also currently oversees the Boone County DWI and Mental Health Courts. Clayton's responsibilities include being the primary liaison with treatment team members and is responsible for the on-going development, evaluation, and functioning of the program. He receives initial screening information from the prosecuting attorney or other referrals and conducts initial intake/assessment and RANT assessment of the participant. Clayton then provides the information to the team in order to determine whether a participant will be admitted to the court. Clayton is responsible for court scheduling, compiling statistical data, and facilitating the staffing meetings for the staffing team to evaluate the participant progress.

The Veterans Treatment Court has maintained a part-time paid mentor coordinator. This position is currently vacant but we are in the hiring process for a new coordinator with an interview scheduled on April 3, 2015. The coordinator recruits potential mentors, screen candidates, train mentors, and match mentors to participants. The mentor coordinator attends team meetings and court, and acts as a liaison between the court and mentors.

The Veterans Treatment Court coordinates treatment services from the Harry S. Truman Memorial Veterans' Hospital (VA) through the Veterans Justice Outreach Specialists Danielle Easter and Andrea Rogers. The outreach specialists ensure the VA administers substance abuse/dependency screening and assessments for each participant, participate in weekly staffing by providing status reports concerning the participants' progress, and make treatment recommendations to the court. Since the court began in 2013, the VA has provided individual and group therapy sessions as well as classes on chemical dependency, relapse prevention, and life skills. The outreach specialists identify and provide a continuum of care for participants and advocate for the participants, while maintaining the integrity of the court. Danielle and Andrea already have a 44 county section of the state, so they currently serve the participants who reside in the circuits that will be included in the multi-jurisdictional court.

Probation Officer Brian Gremmel is the assigned probation officer. Brian provides updates to the team on the participants' progress and meets with participants weekly (or more if ordered by the court) in addition to seeing them in court sessions. Probation officers in the new circuits that will be part of the multi-jurisdictional court will be critical to the success of the court. Officers in other circuits will not be expected to attend court, but will provide updates that will be shared with the treatment court team. As a member of the Veterans Treatment Court Team, Brian is responsible for implementing the appropriate supervision level based on

established measures, provide case management role by providing community linkages and referrals to appropriate agencies, monitor accountability of social activities and home environment of the participant, as well as provide staffing reports.

The Veterans Treatment Court community supervisor, or “tracker,” is Dana Thompson. Dana is a retired Probation Officer. In his role as tracker, Dana conducts random visits to the participants’ home, place of employment, and makes other community contacts to ensure the participants are in compliance with the court. Dana attends Veterans Treatment Court team meetings to report what occurred during his visits. As the court expands, trackers already working in newly added counties may be utilized to check on participants (most counties in Missouri have a drug court), or Dana will be given more hours to travel to other counties to observe participants if a local tracker is not available.

The Prosecuting Attorney’s Office reviews all potential participants and advises if they object to participation in the Veterans Treatment Court. The prosecuting attorney will make the Veteran aware of the privilege of admission into the treatment court. As needed the prosecuting attorney attend hearings, and interact in a non-adversarial manner to address revocations.

Attorney Ben Faber is the defense counsel team member. As a member of the Veterans Treatment Court Team the Ben represents the participant by actively participating in staffing of cases, and interact in a non-adversarial manner to address revocations, pleas and application of sanctions and incentives as they apply to the participant.

Dr. Kelli Canada is an assistant professor at the University of Missouri. As a member of the Veterans Treatment Court Team, this research partner maintains absolute confidentiality of court participants, while providing feedback to the court with regard to data of in-progress and post-graduation or termination participants to allow the court to improve the program.

While they do not participate in court direct, the county-paid treatment court receptionist and administrative assistant/grant manager assist with the administrative side of the treatment court. These employees ensure the court administrator and judge have the documents they need and help with the flow of admissions, entries into the court's electronic information system (such as fees assessed, etc) and help with statistics for the annual report.

The Veterans Treatment Court utilizes the services through the Harry S. Truman Veterans Hospital (VA). The VA uses evidence-based psychotherapies or evidence-based practice and proven treatments. Examples of the types of therapy provided include cognitive processing therapy, prolonged exposure, motivational interviewing, motivational enhancement therapy, acceptance commitment therapy, cognitive behavioral therapy, interpersonal therapy, moral reconnection therapy, and social skills training (www.va.gov). The court administrator and Veterans Justice Outreach Specialists help ensure participants are getting the care and treatment they need based on feedback from the participant, the team and counselors.

d. Evaluation, Aftercare and Healthcare Integration Strategy, Sustainment, and Plan for Collecting Data Required for this Solicitation's Performance Measures

Evaluation - In order to improve the Veterans Treatment Court, the administrator will review surveys from the participants to discuss improvements with team members. The administrator also works with the Veterans Justice Outreach Specialist to have ongoing discussions regarding the services available at the VA. The administrator will do a quarterly review of the actual program capacity compared to the expected program capacity and review the numbers with the Outreach Specialist, the prosecuting attorney's office, and the treatment court judge. In addition, the administrator will review and adjust the Time Task Plan to ensure the treatment court is growing in a reasonable manner. The circuit will participate in any evaluation

on behalf of the granting agency through the Performance Measurement Tool through the Administrator, or with the assistance of other treatment court staff.

Aftercare and Health Care Integration Strategy - The VA and Veterans Treatment Court administrator work with the participants to develop their aftercare and continuing care plans. The participant will be required to assist in developing their own aftercare and continuing care plans by working with their counselor(s). After completing the Veterans Treatment Court, veterans will have access to the professionally administered services through the VA as needed. The local Veterans associations that have expressed interest in collaborating with the circuit will serve as community members to assist the Veterans reintegrate into the community, and the veterans may continue to participate in their AA or NA groups, as well as continue their relationships with their mentors. It is required that participants eligible for graduation will have been in the Veterans Treatment Court for at least a year with at least six months of continuously clean drug tests. They also need to have satisfactory attendance at all treatment, probation, court and meetings and have a full-time job and/or be a fulltime student. Graduation candidates will meet every other week for two months prior to graduation to verify, discuss and reinforce their continuing recovery plan that they have developed with their counselor. The recovery plan will include step-down provisions for aftercare as they reintegrate into the community.

Data Collection - The 13th Circuit is willing and able to report client-level performance and outcome data to federal funding agencies through the Performance Measurement Tool. The Veterans Treatment Administrator, Veterans Justice Outreach Specialist, researcher, and treatment court staff will all assist with collecting data required for the BJA performance measures. Currently staff enter data on each participant in the Justice Information System program (JIS). This data is managed throughout Missouri for all cases, including Treatment

Courts, which allows the Office of State Courts Administrator to conduct high-level data analysis. Also, the treatment court currently publishes data every year in its annual report. Data currently collected includes the number of referrals, denied referrals and admissions, terminations and graduates to each treatment court. Reasons for non-admissions are noted as is the basic population of the court (gender, race, age, level of education). In addition, the Veterans Treatment Court is able to track recidivism through Case.net – a Missouri searchable website that enables the court to look up past participants to see if they have any new charges.

Sustainment - Since participants pay a monthly fee, with the assistance of the BJA grant, the court should be able to reserve fees for two years to help pay for court costs after federal assistance ends. The circuit's operations for maintaining the Veterans Treatment Court will be sustained through a combination of its Veterans Treatment Court Funds, state funding and county and local funds. In 2003, the 13th Circuit received an Implementation Grant for a Mental Health Court. This court continues to be a vital part of the alternative sentencing continuum of services with local funding 10 years later.

13th Judicial Circuit Veterans Treatment Court
Budget Detail Worksheet Year 1

A. Personnel

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Administrator <i>Clayton VanNurden</i>	50% time x \$49,581.79 annual	\$24,790.90
Veterans Mentor Coordinator	\$18.50/hr x 12 hrs/week x 52 weeks	\$11,544.00
		Personnel Total: \$36,334.90

B. Fringe Benefits

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Administrator	FICA (medicare): 7.65% (\$3,793) Health Insurance: \$5,925 annually Dental: \$445 annually Life Insurance: \$59 annually Disability: 0.29% (\$144) Workers Compensation: 3.26% (\$1,616) 401 Match: \$1,250 annually <i>Total: \$13,232.00 x 50%</i>	\$6,616.00
Veterans Mentor Coordinator	FICA: 7.65% (\$883.11)	\$883.11
		Benefits Total: \$7,499.11

C. Travel - *Local Match

D. Equipment - None.

E. Supplies - None.

F. Construction - None.

G. Consultants/Contracts

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House (Dana Thompson)	Community Supervision/ Tracking	\$28/hour x 23 hours/week x 52 weeks/year	\$33,488
Redwood Laboratory Inc.	Drug Testing/ Urine Screens	\$8.50/test x 12 months x 2 screens/month	\$3,060

	(increase of 2 tests)	x 15 participants	
Redwood Laboratory Inc.	Drug Testing/ Urine Screens (new participants)	\$3.75/test x 12 months x 9 avg. screens/month x 15 participants	\$6,075
Redwood Laboratory Inc.	Drug Testing/ ETG testing	\$9.00/test x 12 months x 2 screens/month x 15 participants	\$3,240
Reality House	Drug Test collection	\$4.00/test x 12 months x 9 tests/month	\$432

Total: \$46,295

H. Other Costs

<u>Name of Vendor</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House PMI House	Transitional Living	\$8/day x 60 days x 5 participants	\$2,400
Reality House Residential	Transitional Living	\$35/day x 14 days x 2 participants	\$980

Total: \$3,380

I. Indirect Costs - None.

Summary Year 1	
Personnel:	\$36,334.90
Benefits:	\$ 7,499.11
Contracts:	\$46,295.00
<u>Housing</u>	<u>\$ 3,380.00</u>
	\$93,509.01

13th Judicial Circuit Veterans Treatment Court
Budget Detail Worksheet for Year 2

A. Personnel

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Administrator <i>Clayton VanNurden</i>	50% time x \$50,573.42 annual	\$25,286.71
Veterans Mentor Coordinator	\$18.50/hr x 12 hrs/week x 52 weeks	\$11,544.00
		Personnel Total: \$36,830.71

B. Fringe Benefits

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Administrator	FICA (medicare): 7.65% (\$3,868.86) Health Insurance: \$5,925 annually Dental: \$445 annually Life Insurance: \$59 annually Disability: 0.29% (\$147) Workers Compensation: 3.26% (\$1,649) 401 Match: \$1,250 annually <i>Total: \$13,343.86 x 50%</i>	\$6,671.93
Veterans Mentor Coordinator	FICA: 7.65% (\$883.11)	\$883.11
		Benefits Total: \$7,555.04

C. Travel *Local Match

D. Equipment - None.

E. Supplies - None.

F. Construction - None.

G. Consultants/Contracts

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House (Dana Thompson)	Community Supervision/ Tracking	\$28/hour x 30 hours/week x 52 weeks/year	\$43,680

Redwood Laboratory Inc.	Drug Testing/ Urine Screens (increase of 2 tests)	\$8.50/test x 12 months x 2 screens/month x 15 participants	\$3,060
Redwood Laboratory Inc.	Drug Testing/ Urine Screens (new participants)	\$3.75/test x 12 months x 9 avg. screens/month x 15 participants	\$6,075
Redwood Laboratory Inc.	Drug Testing/ ETG testing	\$9.00/test x 12 months x 2 screens/month x 15 participants	\$3,240
Reality House	Drug Test collection	\$4.00/test x 12 months x 10 tests/month	\$480
Total:			\$56,535

H. Other Costs

<u>Name of Vendor</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House PMI House	Transitional Living	\$8/day x 60 days x 5 participants	\$2,400
New Veterans Home (under construction)	Transitional Living	\$15/day x 70 days x 3 participants (<i>estimated cost</i>)	\$3,150
Total:			\$5,550

I. Indirect Costs - None.

Summary Year 2	
Personnel:	\$36,830.71
Benefits:	\$ 7,555.04
Contracts:	\$56,535.00
Housing	\$ 5,550.00
	\$106,470.75

Total Project: \$199,979.76

**13th Judicial Circuit Veterans Treatment Court
Budget Narrative**

The 13th Circuit seeks \$199,979.76 in Federal Funding through the BJA Drug Court Discretionary Grant Program. If \$199,979.76 is 75% of the total grant amount, then the circuit is responsible for the other 25%:

$$\frac{\$199,979.76}{75\%} = \$266,639.89 \text{ Total Funding}$$

$$\$266,495.89 \times 25\% = \$66,659.92 \text{ Local Match Funding}$$

The circuit will meet the match requirements through cash match and in-kind match. For cash match, the participants will be paying a monthly fee, the circuit will pay for the half of the Veterans Treatment Court judge and coordinator to attend the Missouri State Treatment Court Conference and the National Conference in both years of the grant. Also, the court will continue to pay half of the administrator's salary and benefits.

Participant Fees	\$75/month x 20 participants x 24 months (*the judge may waive monthly fees so only 20 participants are used in this figure)	\$36,000
State Conference Judge, Administrator 2 years	Registration - \$400 Mileage - \$185 Hotel - \$430 Meals - \$200 <u>Incidentals - \$150</u> \$1,365 x 2 years	\$2,730
50% Administrator's Salary and Benefits	Yr 1: \$30,223.80 Yr 2: \$30,763.40	\$60,987.20
Total		\$99,717.20

This will total \$99,717.20 which exceeds the 25% match requirement.

13th Circuit Veterans Treatment Court
Budget Justification

Personnel:

The *Veterans Treatment Court Administrator* is a liaison between the court, the treatment court team members and participants. He is responsible for tracking grant funds and collecting data for performance measures. The administrator assists in training the Treatment Court Mentors. The circuit anticipates giving the Administrator a pay increase in the second year if other circuit staff receive raises. This person is critical to the court and currently the funding for this position is offset by donations that will end in 2015.

Year 1

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Administrator <i>Clayton VanNurden</i>	50% time x \$49,581.79 annual salary	\$24,790.90
	FICA (medicare): 7.65% (\$3,793)	\$6,616.00
	Health Insurance: \$5,925 annually	
	Dental: \$445 annually	
	Life Insurance: \$59 annually	
	Disability: 0.29% (\$144)	
	Workers Compensation: 3.26% (\$1,649)	
	401 Match: \$1,250 annually	
	Total: \$13,343.86 x 50%	

Year 2

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Treatment Court Administrator <i>Clayton VanNurden</i>	50% time x \$50,573.42 annual salary	\$25,286.71
	FICA (medicare): 7.65% (\$3,868.86)	\$6,671.93
	Health Insurance: \$5,925 annually	
	Dental: \$445 annually	
	Life Insurance: \$59 annually	
	Disability: 0.29% (\$147)	
	Workers Compensation: 3.26% (\$1,649)	
	401 Match: \$1,250 annually	
	Total: \$13,343.86 x 50%	

Total: \$63,365.54

The *Veterans Mentor Coordinator* is responsible for recruiting, screening and training Veteran mentors for the Veteran court participants. This individual matches mentors and participants, and helps arrange meetings for mentors and mentees. In addition, he or she collects reports from the mentors, and filters the information provided to pass along updates to the treatment team as needed. The mentor coordinator is responsible for outreach and continuing the relationships that have been created with local Veteran groups.

Year 1

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Mentor Coordinator	\$18.50/hr x 12 hrs/week x 52 weeks	\$11,544.00
	FICA: 7.65% (\$883.11)	\$883.11

Year 2

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Veterans Mentor Coordinator	\$18.50/hr x 12 hrs/week x 52 weeks	\$11,544.00
	FICA: 7.65% (\$883.11)	\$883.11

Total: \$24,854.22

Contracts:

Testing - The 13th Circuit currently has a contract with Redwood Toxicology Laboratory for drug testing its alternative sentencing participants. The circuit receives funds through the Missouri State Drug Court Coordinating Commission for some of its testing, and anticipates paying for up to 6 test for 15 participants each year. The Veterans Treatment Court seeks funding to add at least 2 tests per month on average for those participants, and funding to pay for the new participants that will be included when the court goes multi-jurisdictional by including surrounding rural counties. In addition, the court seeks to have funding available for ETG tests that may be necessary to better monitor certain participants' substance abuse. All tests are random and participants are required to call a Redwood's call-in system every morning to see

whether they are to provide a UA. Participants living in Boone County will go the Alternative Sentencing Court building to provide a sample, and it is anticipated participants who live in surrounding counties will go to their probation officer to provide a UA. Those probation officers will send the test to Redwood who will provide the results to the Treatment Court Administrator. This is the same method the 13th Circuit uses in its Callaway County Drug Court.

Year 1

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Redwood Laboratory Inc.	Drug Testing/ Urine Screens (increase of 2 tests)	\$8.50/test x 12 months x 2 screens/month x 15 participants	\$3,060
Redwood Laboratory Inc.	Drug Testing/ Urine Screens (new participants)	\$3.75/test x 12 months x 9 avg. screens/month x 15 participants	\$6,075
Redwood Laboratory Inc.	Drug Testing/ ETG testing	\$9.00/test x 12 months x 2 screens/month x 15 participants	\$3,240

Year 2

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Redwood Laboratory Inc.	Drug Testing/ Urine Screens (increase of 2 tests)	\$8.50/test x 12 months x 2 screens/month x 15 participants	\$3,060
Redwood Laboratory Inc.	Drug Testing/ Urine Screens (new participants)	\$3.75/test x 12 months x 9 avg. screens/month x 15 participants	\$6,075
Redwood Laboratory Inc.	Drug Testing/ ETG testing	\$9.00/test x 12 months x 2 screens/month x 15 participants	\$3,240

Total: \$24,750

There are times when Redwood's collection staff are not available and participants need to provide a drug test. When this occurs, participants may go to Reality House, Inc., to provide a

test. These tests are delivered to the Alternative Sentencing Court and staff send them to Redwood Laboratory for testing.

Year 1

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House	Drug Test collection	\$4.00/test x 12 months x 10 tests/month	\$432

Year 2

Reality House	Drug Test collection	\$4.00/test x 12 months x 10 tests/month	\$480
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Total: \$912

Community Supervision – The Veterans Treatment Court provides community supervision through the use of trackers. Trackers play an important role on treatment court teams by performing random visits on participants to ensure compliance with their treatment program. The services provided by trackers include, but are not limited to, conducting random face-to-face contacts with the participants in the form of home visits and employment checks; verifying that there are no signs of drug or alcohol use by administering random breathalyzer tests and/or drug tests; and performing bar sweeps and monitoring other high crime/drug activity hot spots. The treatment court seeks funding to increase the current supervision, and to ensure there is funding available for trackers to observe the new participants that will be added. Depending on availability and distance required to travel, the treatment court will use the current tracker for Boone County, but may work with local drug courts in surrounding counties to save travel time and cost by paying their local tracker to contact 13th Circuit Veterans Treatment Court participants. For the purpose of the budget, the current paid is used. It is possible other trackers charges less per hour.

Year 1

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House (Dana Thompson)	Community Supervision/ Tracking	\$28/hour x 23 hours/week x 52 weeks/year	\$33,488

Year 2

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House (Dana Thompson)	Community Supervision/ Tracking	\$28/hour x 30 hours/week x 52 weeks/year	\$43,680

Total: \$77,168.00*Other Costs:*

One funding item that the Veterans Treatment Court has an immediate funding need is for transitional living. Homelessness is common among Veterans dealing with substance abuse and mental health conditions. In addition, unstable housing, or inappropriate housing (whether roommates, etc, are using drugs and alcohol) make it difficult for participants to continue to progress through the Veterans Treatment Court. Currently the court has been able to some transitional housing assistance, but on a very limited basis. The treatment court uses two different housing units available through Reality House Inc. The Veterans Treatment Court is requesting \$6,240 to help an estimated 9 participants who need approximately 60 days of housing until alternative arrangements can be made at Reality House's PMI House. In addition, funds are requested in year 1 for Reality House's residential services for 2 participants for up to 14 days. Being the more expensive of the two locations, the court will only use the residential services house as a back-up when PMI House is full, or if the participant is no longer allowed to live at PMI House for any reason. Also, there is currently a Veterans Home being built in Columbia, MO. It is estimated this housing facility will be completed the summer of 2015, but it is not clear what the cost (if any) may be. The treatment court allocated funds in 2017 to have 3 participants stay at that location for up to 90 days. PMI house will also be utilized in the second

year in case the Veterans Home is full, or if someone is not allowed at the Veterans Home for any reason.

Year 1

<u>Name of Vendor</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House PMI House	Transitional Living	\$8/day x 60 days x 5 participants	\$2,400
Reality House Residential	Transitional Living	\$35/day x 14 days x 2 participants	\$980

Year 2

<u>Name of Vendor</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Reality House PMI House	Transitional Living	\$8/day x 60 days x 5 participants	\$2,400
New Veterans Home (under construction)	Transitional Living	\$15/day x 70 days x 3 participants <i>(estimated cost)</i>	\$3,150

Total: \$8,930

The Veterans Treatment Court is not seeking funding for Travel, Equipment, Supplies, Construction, or Indirect Costs. Currently, the Boone County Drug Court receives funds from BJA for a RANT grant through the Missouri Office of State Courts Administrator. None of those funds are used for the Veterans Treatment Court.

<p align="center">13th Judicial Circuit Veterans Treatment Court Project Time and Task Plan BJA Enhancement Grant</p>		
<p>Goal #1 Increase testing and tracking of current Veterans Treatment Court Population</p>		
Objectives	Activities and Timeframe	Person Responsible
Increase testing of current court population.	Confer with contracted testing agency regarding the additional testing days and implement them into the testing calendar. October, 2015.	Veterans Court Administrator and Redwood Toxicology Lab, the contracted testing agency.
Increase community supervision of current population.	Determine whether current community supervisor/tracker is best suited for additional services, or whether additional contracted person should be utilized. If the current tracker is available, start additional community contacts immediately. October, 2016.	Veterans Court Administrator will confer with treatment court team and 13 th Circuit administration.
	If additional contract is needed, follow state contracts in place or establish contract through county. November 1, 2016.	Veterans Court Administrator and 13 th Circuit administration.
	Start additional community contacts with new tracker. January 1, 2016.	Veterans Court Administrator
Assist participants with transitional living/housing.	Create procedure to determine quickest way to get transitional housing to appropriate participants October 1, 2016.	Veterans Treatment Court team and contract housing agencies.
	Assist with transitional housing needs as needed. January 1, 2016.	Veterans Treatment Court Administrator and Veterans Justice Outreach Specialist
	Continue to seek Veterans Housing options. Ongoing.	Veterans Treatment Court Administrator and Veterans Justice Outreach Specialist
Monitor increased services.	Ongoing.	Veterans Treatment Court team.
<p>Goal #2 To expand the Veterans Treatment Court into a multi-jurisdictional court to include surrounding rural counties/circuits.</p>		
Objectives	Activities and Timeframe	Person Responsible
Get agreement among circuits to allow for Veteran participants to	Depending on the appointment of a Drug Court Commissioner, either obtain order appointing the	Court en Banc and Court Administration.

be under 13 th Circuit jurisdiction.	commissioner to those circuits, or create an agreement among the presiding judges (pursuant to statute). July-October 2015.	
	Start taking out of county Veterans Court participants. January 2016.	Veterans Treatment Court Judge and Administrator, and sentencing judge of other circuit.
Establish testing procedures in other counties.	Work with other counties/circuits to determine where participants may give a UA – the anticipated plan is to follow the Callaway County model wherein participants call the 800 number daily to see if they are to give a sample. September 2015.	Veterans Treatment Court Administrator and other circuits treatment officers.
	Enter into any new contracts if needed to provide random testing services. November 2015.	Veterans Treatment Court Administrator
	Begin testing new out of county participants. January 2016.	Veterans Treatment Court Administrator and testing agent
Establish community supervision procedures in other counties.	Determine the cost savings benefit of using the current community supervisor/tracker in other counties, or contracting with other agents to provide this service. September 2015.	Veterans Treatment Court Administrator and Court Administration
	Enter into any new contracts if needed. November 2015.	Veterans Treatment Court Administrator and Court Administration
	Begin community supervision of out of circuit participants. January 2016.	Veterans Treatment Court Administrator and community supervisor.
Assist participants with transitional living/housing for out of circuit participants.	Determine local Veterans Housing options based on participants. January 2016.	Veterans Treatment Court team and contract housing agencies.
	Assist with transitional housing needs as needed. January 1, 2016, ongoing	Veterans Treatment Court Administrator and Veterans Justice Outreach Specialist
	Continue to seek Veterans Housing options in 13 th Circuit and other circuits.	Veterans Treatment Court Administrator and Veterans Justice Outreach Specialist

	Ongoing.	
Monitor number of participants from other circuits.	Evaluate ability to identify eligible participants from other circuits. February 2016 and ongoing.	Veterans Treatment Court team.
	Change policies and procedures, as needed, to modify current program to assist participants living in other counties. February 2016 and ongoing.	Veterans Treatment Court team.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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April Session of the April Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

14th

day of

April

20

15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached invoice for the March 2015 Office of Emergency Management expenses in the amount of \$12,195.19.

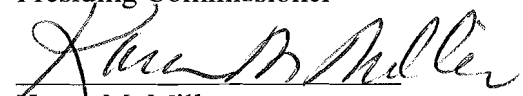
Done this 14th day of April, 2015

ATTEST:

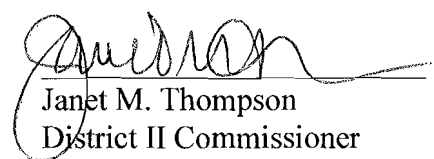
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Office of Emergency Management
 2201 Interstate 70 Drive NW
 Columbia, MO 65202
 OFFICE: 573-447-5070
 FAX: 573-447-5079

Invoice

Date	Invoice #
4/8/2015	53

Bill To
 Boone County Commission
 801 E Walnut, Room 333
 Columbia, MO 65201

Quantity	Description	Rate	Serviced	Amount
1	March OEM Expenses	14,718.52		14,718.52
1	December EMPG Adjustment: +53.60 for EOC Laptop & -10.86 for 12/18 Scott's payroll was depleted	-42.74		-42.74
1	LAGERS paid twice in 2014 - found in closing out year	-2,242.83		-2,242.83
1	Boone Electric paid twice in 2014 - found in closing out year	-237.76		-237.76

I, Misti Reynolds, Executive Assistant of Office of Emergency Management certifies that all Boone County Fire Protection District's procurement and spending policies have been followed and that all costs to be reimbursed were for Emergency Management services.

Misti Reynolds

Total	\$12,195.19
Payments/Credits	\$0.00
Balance Due	\$12,195.19



OFFICE OF EMERGENCY MANAGEMENT

2014 EMPG/OEM



PERSONNEL	EMPG BUDGET	Actual Expenditures for March 2015	Actual Expenditures Year To Date	OEM BUDGET	Actual Expenditures for March 2015	Actual Expenditures Year To Date	TOTAL BUDGET	Over/(Under) Total Budget
Salaries	\$ 66,394.93	\$ 4,542.46	\$ 13,398.99	\$ 95,000.00	\$ 6,511.66	\$ 19,506.55	\$ 161,394.93	(\$1,28,289.30)
Scout	\$ 13,334.90	\$ 1,025.74	\$ 3,077.22					
Adult	\$ 20,923.62	\$ 1,344.12	\$ 4,032.36					
Adult	\$ 15,740.99	\$ 966.28	\$ 2,718.84					
Morning	\$ 7,283.11	\$ 569.24	\$ 1,680.72					
Even	\$ 9,112.51	\$ 706.08	\$ 2,089.85					
Fringe	\$ 8,855.60	\$ 393.20	\$ 1,676.83	\$ 50,000.00	\$ 2,404.14	\$ 6,513.04	\$ 58,835.60	(\$0,665.73)
Leah	\$ 5,179.48	\$ 338.69	\$ 946.75					
Maria	\$ 3,676.12	\$ 234.31	\$ 730.06					
TOTAL PERSONNEL	\$ 75,260.53	\$ 5,135.66	\$ 15,275.82	\$ 145,000.00	\$ 8,915.80	\$ 26,019.59	\$ 220,250.53	(\$178,955.12)
OPERATIONS								
Office Supplies	\$ 1,000.00	\$ -	\$ 88.20	\$ 2,000.00	\$ -	\$ 88.20	\$ 3,000.00	(\$2,823.60)
Public Education & Training	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 34.00	\$ 430.75	\$ 2,000.00	(\$1,569.25)
EOC Maintenance (Expenditure & Generator)	\$ 1,153.00	\$ 375.00	\$ 375.00	\$ 1,705.00	\$ 375.00	\$ 375.00	\$ 2,858.00	(\$2,108.00)
Registration Fees (Membership dues, Subscriptions, Conference Fees, Etc.)	\$ 1,500.00	\$ 75.00	\$ 75.00	\$ 2,100.00	\$ 94.00	\$ 133.00	\$ 3,600.00	(\$5,392.00)
Phones	\$ 500.00	\$ 38.73	\$ 77.46	\$ 694.15	\$ 38.73	\$ 77.46	\$ 1,194.15	(\$1,019.23)
Office & Warehouse Rent	\$ 6,308.85	\$ -	\$ -	\$ 6,308.85	\$ -	\$ -	\$ 12,617.70	(\$12,617.70)
Utilities for Streets	\$ 5,000.00	\$ 476.97	\$ 744.10	\$ 5,000.00	\$ 477.00	\$ 744.16	\$ 10,000.00	(\$8,511.74)
Street Maintenance	\$ 21,504.00	\$ 1,792.00	\$ 5,165.00	\$ 36,878.00	\$ 1,792.00	\$ 5,165.00	\$ 58,382.00	(\$28,052.00)
Other Misc Expenses (EOC Supplies & Other Misc Expenses)	\$ 3,605.58	\$ -	\$ 825.00	\$ 7,500.00	\$ 1.99	\$ 826.99	\$ 11,105.58	(\$9,455.59)
Clothing	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	(\$1,000.00)
Marketing, printing & publications	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	(\$500.00)
Mitigation (Street upgrade)	\$ -	\$ -	\$ -	\$ 105,000.00	\$ 2,990.00	\$ 2,990.00	\$ 105,000.00	(\$102,010.00)
TOTAL OPERATIONS	\$ 49,571.43	\$ 2,757.70	\$ 7,349.76	\$ 170,686.00	\$ 5,802.72	\$ 10,830.56	\$ 211,257.43	(\$153,077.11)
TRAVEL								
Conferences	\$ 1,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 3,000.00	(\$3,000.00)
Non-EMPG Travel	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	(\$1,000.00)
TOTAL TRAVEL	\$ 1,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 4,000.00	(\$4,000.00)
TOTAL	\$ 116,821.96	\$ 7,893.36	\$ 22,625.58	\$ 318,686.00	\$ 14,718.52	\$ 36,850.15	\$ 435,507.56	(\$376,032.23)

March Expenses for OEM

<u>Company</u>	<u>Category</u>	<u>Expense Notes</u>	<u>County</u>	<u>EMPG</u>	<u>Total Billed</u>
Boone Electric	Utilities	Siren Electric for 46111001, 314925001, 2297	144.64	144.64	289.28
Boone Electric	Utilities	Siren Electric for 1892001 & 2296	95.43	95.42	190.85
Blue Valley	Mitigation	Labor to add zones to outdoor warning siren system	2990	0	2990
Blue Valley	Siren Maintenance	March Billing	1792	1792	3584
BCFPD	Salaries	3/12 Payroll	3255.83	2271.23	5527.06
MEM	Benefits	February billing	266.61	78.74	345.35
Boone Electric	Utilities	Siren Electric for 2299	52.15	52.14	104.29
Boone Electric	Utilities	Siren Electric for 2297	32.65	32.65	65.3
Boone Electric	Utilities	Siren Electric for 314925001	86.99	86.99	173.98
Boone Electric	Utilities	Siren Electric for 46111001, 314925001, 2297	31.8	31.79	63.59
BCFPD	Salaries	03/26 Payroll	3255.83	2271.23	5527.06
Lagers	Benefits	February billing	1629.08	417.66	2046.74
Everbridge	EOC Maintenance	IPAWS	375	375	750
Commerce Bank	Other Misc Expenses	Weather App for Martina	1.99	0	1.99
Commerce Bank	Public Education	Active Shooter Supplies	34	0	34
Commerce Bank	Registration Fees	Dashstack 02/14-03/14	19	0	19
Commerce Bank	Registration Fees	2015 SEMA Conference Registration for Josh Creamer	75	75	150
Anthem Blue Cross	Benefits	March Billing	508.45	96.8	605.25
AT&T	Phones	February billing	38.73	38.73	77.46
Boone Electric	Utilities	Siren Electric for 2298	33.34	33.34	66.68
			14718.52	7893.36	22611.88

Type	Date	Num	Name	Memo	Debit	Credit	Balance
1100-70 · CASH - OEM							-36,366.33
Bill Pmt -Check	03/03/2015	Auto	VBoone Electric	Siren Electric		289.28	-36,655.61
General Journal	03/11/2015	04042980		Payroll 3/12/2015		5,527.06	-42,182.67
Bill Pmt -Check	03/12/2015	Auto	VMEM	Feb billing		345.35	-42,528.02
Bill Pmt -Check	03/12/2015	Auto	VBoone Electric	Siren Electric		190.85	-42,718.87
Bill Pmt -Check	03/12/2015	89384	VBlue Valley Public Safety, Inc.	Siren Maintenance & Zone Labor		6,574.00	-49,292.87
General Journal	03/17/2015	04042986	VBlue Cross	February Health Insurance Premium		605.25	-49,898.12
Bill Pmt -Check	03/18/2015	Auto	VVisa Josh Creamer	SEMA Conference, Dashstack		169.00	-50,067.12
Bill Pmt -Check	03/18/2015	Auto	VVisa Martina Pounds	Itunes		1.99	-50,069.11
Bill Pmt -Check	03/18/2015	Auto	VVisa Scott Olsen	Amazon (Active Shooter Supplies)		34.00	-50,103.11
Bill Pmt -Check	03/18/2015	Auto	VAT&T Mobility	01/25-02/24 Billing		77.46	-50,180.57
Bill Pmt -Check	03/18/2015	Auto	VBoone Electric	Siren Electric		66.68	-50,247.25
Bill Pmt -Check	03/25/2015	Auto	VBoone Electric	Siren Electric		104.29	-50,351.54
Bill Pmt -Check	03/25/2015	89456	Veverbridge	Inv # M25598		750.00	-51,101.54
General Journal	03/26/2015	04042984		03/25/15 payroll		5,527.06	-56,628.60
Bill Pmt -Check	03/31/2015	auto	VLAGERS	Feb billing		2,046.74	-58,675.34
Bill Pmt -Check	03/31/2015	Auto	VBoone Electric	Siren Electric		302.87	-58,978.21
Total 1100-70 · CASH - OEM					0.00	22,611.88	-58,978.21

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 14th day of April 20 15

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

Now on this day the County Commission of the County of Boone does hereby appoint Leigh Spence and re-appoint Kathy R. Thornburg and Bruce Horwitz to the following positions:

Name	Board	Period
Leigh Spence	Children's Services	April 15, 2015 through April 15, 2018
Kathy R. Thornburg	Children's Services	April 15, 2015 through April 15, 2018
Bruce Horwitz	Children's Services	April 15, 2015 through April 15, 2018

Done this 14th day of April, 2015.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 14th day of April 20 15

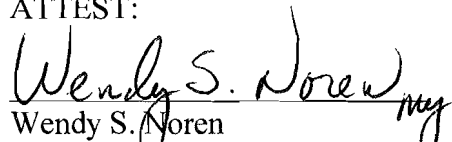
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Facility Usage Agreement between Boone County, The Boone County Fair, Inc. and Boone County Agricultural and Mechanical Society.

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

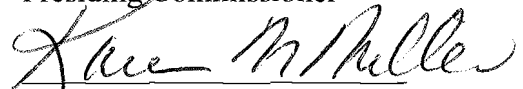
Done this 14th day of April, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**CENTRAL MISSOURI EVENTS CENTER
5212 NORTH OAKLAND GRAVEL ROAD
COLUMBIA, MO 65202
573-474-9435**

FACILITY USAGE AGREEMENT

This AGREEMENT, made and entered into this 14th day of April, 2015, by and between Boone County, Missouri, by and through its County Commission, hereinafter referred to as "County," and the The Boone County Fair, Inc. and the Boone County Agricultural and Mechanical Society and, hereinafter referred to as "Tenant."

WHEREAS, County owns real property and improvements located at 5212 North Oakland Gravel Road, commonly known as the Boone County Fairgrounds, including the Coliseum Building, Sapp Arena, Horse barns, livestock buildings, and other covered buildings and shelters; and

WHEREAS, County has closed the Boone County Fairgrounds and is currently minimally maintaining the property; and

WHEREAS, County can not warrant the condition of the property as suitable for any particular use, including the use of the property for the annual Boone County Fair; and

WHEREAS, despite the inability of County to maintain the property and ensure the same will be suitable for Tenant's desired use, Tenant desires to use the fairgrounds property for the 2015 Boone County Fair; and

WHEREAS, Tenant has agreed to accept the properties and buildings in "as is" condition without any guarantees regarding the functioning of the buildings and the buildings' systems; and

WHEREAS, Tenant plans to bring all supplies and infrastructure that is necessary for Tenant's use, and shall return the property to County clean and without any excessive wear and tear at the conclusion of Tenant's use.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. **County Agreements.** County agrees as follows:
 - a. **Possession for event.** County agrees to provide possession of the property to Tenant from July 10, 2015 through August 3, 2015, with set-up occurring on July 10-19, the Boone County Fair events occurring on July 20-26, and tear-down and clean up occurring prior to 5:00 p.m. on August 3, 2015. This shall include the Coliseum Building, Sapp Arena, Horse barns, livestock buildings, and other covered buildings and shelters, together with parking and land contiguous to the buildings described above which are necessary to the functions and activities of the County Fair. Notwithstanding the foregoing, the County shall have the right

to designate certain areas as “secured” areas which shall be rekeyed so as to prevent access by Tenant and Tenant’s invitees. These secure areas will be shown to Tenant in a walkthrough to be arranged by Tenant with the Boone County Facilities Maintenance Manger, which shall be scheduled by Tenant with the Facilities Maintenance Manager no later than June 1, 2015.

- b. **Possession for grounds maintenance.** Tenant shall also have a nonexclusive right to access the property for purposes of mowing and weed control as specified in this paragraph. Tenant shall have access for mowing beginning May 1, 2015 – August 3, 2015, and shall mow all areas on the property reasonably accessible by a tractor/mower. County understands the length of grass will be allowed to grow to a length that will facilitate hay bailing. Tenant shall have nonexclusive access for purposes of weed control products beginning May 1, 2015 – August 3, 2015.

2. **Tenant Agreements.** Tenant agrees as follows:

- a. **Rent.** Tenant agrees to pay rent as follows:
 - i. Ten Thousand Dollars (\$10,000.00) within ten (10) days of the execution of this Agreement.
 - ii. Ten Thousand Dollars (\$10,000) on August 3, 2015, with the understanding that this second payment amount may be offset by any repair or other expenses occurred by Tenant that were necessary to restore the basic functioning of the property, which each said expense to be approved by Commissioner Janet Thompson prior to it being considered an appropriate offset from this second, \$10,000 rental payment.
- b. **Clean-up and utility deposit.** Tenant agrees to pay County the sum of Ten Thousand Dollars (\$10,000.00) as a clean-up deposit no later than July 9, 2015. Said deposit will be returned to Tenant after the property has been adequately cleaned and accepted by County and after Tenant has paid the utilities due under this Agreement. If County applies the deposit to clean-up or the utilities, it will provide Tenant with a written explanation of those charges along with a return of any remaining deposit.
- c. **Designation of responsible party for keys.** Tenant agrees to provide one person who will be responsible for picking up and returning keys to the facility from Boone County Facilities Maintenance. That person’s name and contact information is as follows: Jeff Cook, 573-219-2031, 4550 N Boothe Lane, Rocheport, MO 65279.
- d. **Utilities from functioning utility meters; agreement to reimburse County.** Tenant agrees to pay the utility costs associated with Tenant’s use of the facility as determined by meter readings as practicably obtained by County from the utility providers and/or County staff immediately before and after Tenant’s use of the property. These figures will be determined in conjunction with the utility provider’s best information available to County. Said payment will be due within thirty (30) days of County’s presentation of an invoice to Tenant that includes documentation of the utility costs incurred by County during Tenant’s period of possession.
- e. **Utilities from “pulled” or nonfunctioning meters.** Tenant agrees to make arrangements directly with utility providers for the provision of meters and utility

services from any meter that is not currently functioning or has been pulled. Tenant will pay all bills associated with this directly with the utility providers, and will arrange for the provider to remove the meters after Tenant's event.


- f. **Preparation of property for use.** Tenant shall arrange for any necessary mowing or other ground preparations that are necessary for Tenant's anticipated use, and shall arrange for all supplies and infrastructure that is necessary for Tenant's use (such as trash service, trash bins, trash bags, toilet paper, paper towels, etc.).
- g. **Personal property.** County makes no representations about the availability of any personal property on the property. If Tenant desires to use any tables, chairs, or other property County has on site, Tenant shall return them at the conclusion of the event and shall be responsible for any such property damaged or destroyed during Tenant's use of the property. No additional charges will be due to County for use of any available personal property.
- h. **Security during event.** Tenant agrees that it will make adequate arrangements for security during its event and Tenant agrees that it will be responsible for the payment of any fees associated with event security.
- i. **Notification of any damage.** Tenant agrees to immediately notify County, by and through County Commissioner Janet Thompson, of any damage to the facilities or property during the term of this agreement. Tenant shall be responsible for County's costs incurred in the repair of any damage to the property as a result of Tenant's use.
- j. **Clean-up of property.** Tenant shall return the property to County clean and without any excessive wear and tear at the conclusion of Tenant's use. All trash that accumulates during the term of this agreement shall be removed and disposed of properly no later than August 3, 2015. Tenant shall clean all of the livestock buildings of animal waste, sawdust, hay, and straw no later than August 3, 2015, and shall remove such materials from the property. If Tenant has not cleaned the property to the satisfaction of County by 5:00 p.m. on August 3, 2015, County will contract with an entity to perform necessary cleaning and Tenant agrees to pay County's costs so incurred within ten (10) days of presentation of an invoice by County.
- k. **No liability to County, indemnification and hold harmless.** Tenant acknowledges and agrees that County shall have no liability for any injuries caused by any animals, machinery, equipment or vehicles, shall have no responsibility for any animal and its welfare, for any injury or disease suffered, or for any damage or loss sustained at or during the term of this agreement at the facility. To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Tenant, of any invitee or licensee of Tenant, of anyone directly or indirectly employed by Tenant or by any subcontractor, or of anyone for whose acts the Tenant or its subcontractors may be liable, in connection with Tenant's use of the subject property.

1. **Insurance.** Tenant agrees to provide County a certificate of insurance, no later than ten days prior to July 15, 2015, to the COUNTY, in the amount of \$3,000,000.00 and in a form acceptable to County, such certificate of insurance naming, *inter alia*, Boone County, as an additional insured and loss payee.
 - m. **Property accepted in as is condition.** Tenant agrees to accept the properties and buildings in “as is” condition without any guarantees regarding the functioning of the buildings’ systems. Tenant acknowledges that County makes no warranties, express or implied, to any aspect of the property’s fitness for any particular use. Tenant shall arrange for any necessary mowing or other ground preparations that are necessary for Tenant’s anticipated use, and shall arrange for all supplies and infrastructure that is necessary for Tenant’s use (such as trash service, trash bins, trash bags, toilet paper, paper towels, etc.).
 - n. **Unsafe conditions excusing County’s performance.** Tenant agrees to excuse County’s performance of any obligations under this Agreement as to any particular portion of the property if it is determined by County that any condition of property makes the same unsafe or unfit for use by Tenant or Tenant’s invitees. If County is unable to provide possession of all or a portion of the property due to an unsafe condition, Tenant’s obligation to pay rent shall be reduced to such sum as is mutually-agreed to by the parties.
3. **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.
 4. **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.
 5. **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.
 6. **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.

[Signatures follow on next page.]

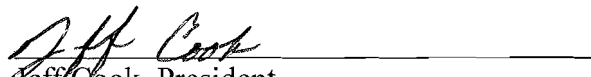
BOONE COUNTY, MISSOURI

By:

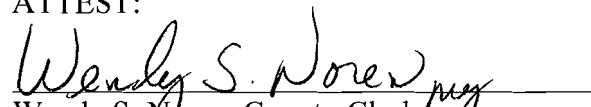

Daniel K. Atwill, Presiding Commissioner

THE BOONE COUNTY FAIR, INC.

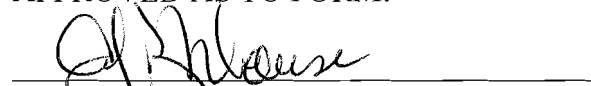
By:


Jeff Cook, President


ATTEST:


Wendy S. Noren, County Clerk

APPROVED AS TO FORM:


CJ Dykhouse, County Counselor

RECEIVED FOR AUDITING PURPOSES:


June Pitchford, County Auditor

Revenue code 1190-3822