

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 3rd day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby authorize the agreement between the Boone County Sheriff's Department and Dr. Agara S. Reddy for Corrections Medical Services.

The terms of this Agreement are stipulated in the attached Service Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Corrections Medical Service Agreement.

Done this 3rd day of April, 2014.

ATTEST:

Wendy S. Moren
Wendy S. Moren
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

CORRECTIONS MEDICAL SERVICE AGREEMENT

THIS AGREEMENT, dated the 3rd day of April, 2014, is made by and between Agara S. Reddy, M.D, referred to in this Agreement as “Psychiatrist,” and Boone County, Missouri, through the Boone County Commission and Sheriff of Boone County, referred to in this Agreement as “County”.

IN CONSIDERATION OF each party’s performance of the obligations set forth in this Agreement, the parties agree to the following:

1. **Background of Agreement** – This Agreement is made in view of the following facts which the parties believe to be true:
 - 1.1 Boone County, Missouri is obligated to provide a county jail; under the statutes of Missouri, the sheriff is charged with the responsibility of operating and managing the county jail and the county commission is charged with the responsibility providing funding for the operations and management of the jail.
 - 1.2 In order to insure that prisoners at the Boone County Jail receive reasonably adequate medical care while incarcerated and in order to provide medical services in the most cost effective manner consistent with sound medical practices, the Sheriff and the County Commission have retained the services of a licensed physician, Joel Blackburn, D.O., and Professional Correctional Medicine, LLC, to develop and implement a comprehensive medical services program providing medical care to prisoners housed in the Boone County Jail. The agreement provides that Dr. Blackburn serves as the jail’s Medical Director.
 - 1.3 The Sheriff and County Commission desire to contract with a licensed psychiatrist who, under the general direction of the Medical Director, will provide professional psychiatric services at the Boone County Jail under certain terms and conditions.
 - 1.4 In order to ensure both Psychiatrist and County have a mutual understanding of the nature and scope of medical services and the terms and conditions of services and payment for services, the parties are entering into this Agreement.
2. **Psychiatrist Services** – The Psychiatrist agrees to provide the following psychiatric medical services to the County:
 - 2.1 **Psychiatric Services Program** – The Psychiatrist agrees to collaborate with the Medical Director to establish and provide a psychiatric services program within the County’s jail. Psychiatrist agrees to collaborate with the Medical Director in establishing acceptable policies, procedures, and protocols for the psychiatric services program for the purpose of reducing the overall pharmacy costs to the County while managing patient outcomes consistent with Psychiatrist’s medical judgment. Consistent with sound medical practices, using Psychiatrist’s personal services and existing County medical personnel employed at the jail (including

nurses and social workers), and subject to financial resources made available by County for implementing the program, Psychiatrist will provide necessary psychiatric services to inmates at the County's jail with the understanding that necessary cognitive behavioral therapy (CBT) will be provided by the County-employed social workers.

- 2.2 **Services And Supervision**– Psychiatrist agrees to provide an average of six (6) hours per week of services to inmates at the Boone County Jail, either personally onsite, or through supervision of and assistance to County-employed onsite corrections medical program staff, all as Psychiatrist deems appropriate in his discretion and as necessary to provide the level of care required under this agreement, but subject to the general supervision and direction of the Medical Director. Psychiatrist agrees to provide, along with County-employed staff and the Medical Director, accurate, complete, and confidential mental health treatment records. Psychiatrist agrees to see patients within 14 days of referral from County-employed medical program staff and/or the Medical Director, with any exceptions to be documented in the patient's record. Psychiatrist also agrees to provide 24 hours per day, 7 days per week telephone consultation services to correctional and medical staff employed by the County and/or the Medical Director as necessary to supervise psychiatric care provided to prisoners. In this regard, Psychiatrist may provide such services through assigned substitute psychiatrists in his discretion by the use of contracted or hired Psychiatrists so long as any such persons possess the medical licensure and the medical skills necessary to treat inmates at the jail and are supervised sufficiently by Psychiatrist to provide the medical care required under this Agreement. As between the Psychiatrist and County, the Psychiatrist shall be liable for the acts or omissions of any such persons contracted for or hired by Psychiatrist and it shall be the responsibility of Psychiatrist to obtain the necessary professional liability insurance to cover the services of any such Psychiatrists or nurse practitioners. Notwithstanding the foregoing, County reserves the right to refuse services from contracted or hired Psychiatrists upon notice to Psychiatrist if and when it is determined that the patient care or behaviors of any such Psychiatrists are unacceptable from the standpoint of maintaining inmate psychiatric care or security at the jail.
- 2.3 **Formulary Drug Program** – The Psychiatrist agrees to assist the Medical Director in maintaining a formulary drug program in coordination with existing medical staff employed by Boone County at its jail.
- 2.4 **Onsite Pharmacy** – In consultation with the Medical Director, Psychiatrist agrees to assist County employed nursing staff at the jail with advice on management and supervision of onsite pharmaceutical services at the jail.
- 2.5 **Communications** – In consultation with the Medical Director, Psychiatrist agrees to establish and conduct regular meetings with medical staff and correctional personnel employed by the County the purposes of operating, maintaining, and improving the medical care program provided to inmates at the jail. Psychiatrist also agrees to

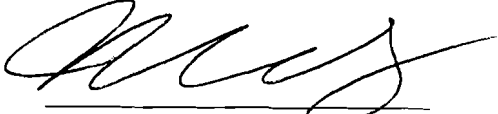
provide crisis intervention services through on-call protocols to be developed in collaboration with the Medical Director.

- 2.6 **Training** – In consultation and coordination with the Medical Director, Psychiatrist agrees to provide comprehensive training to County-employed staff on procedures (and development of appropriate policies and protocols) for monitoring high risk inmates, including but not limited to, suicide risk, depression, and substance abuse issues.
 - 2.7 **NCCHC Accreditation** – In consultation with the Medical Director, Psychiatrist agrees to assist the County in obtaining accreditation and/or following the NCCHC guidelines where it is appropriate and feasible to do so and subject to the resources available and devoted by the County for this purpose.
 - 2.8 **Licensing and Insurance** – Psychiatrist agrees to maintain his medical licensing in good standing at all times during this Agreement and any extensions thereof and to carry professional liability insurance at his own expense for himself and assigned substitute psychiatrists providing services under this Agreement in such amounts and with such coverages as deemed mutually acceptable by the parties to this Agreement. Further, Psychiatrist shall be responsible for assuring that any Psychiatrists contracted or hired by him to provide services shall be adequately insured to the same extent as Psychiatrist. Psychiatrist further agrees to provide the County with documentation of his good-standing with his licensing authority in Missouri as well as insurance documentation verifying such coverages, exclusions and expenses associated therewith and such documentation shall be presented to the County and Sheriff or such other officials as may be designated by the County Commission to assure compliance with this paragraph.
3. **County Obligations** – In exchange for Psychiatrist’s performance of services as specified above, the County agrees to the following:
 - 3.1 **Compensation** – The County agrees to pay the Psychiatrist for services under this Agreement at a rate of \$4,810.00 per month. In addition, County agrees to reimburse the Psychiatrist for the direct and actual costs of any premium expense incurred by Psychiatrist for professional liability insurance for providing psychiatric services to inmates at the jail, not to exceed \$5,000.00 per year, provided Psychiatrist provides insurance documentation verifying such expenses to the satisfaction of the Boone County Auditor and Sheriff.
 - 3.2 **Medical Care Program** – The County agrees to implement and maintain a medical care program established in accordance with guidelines provided by Psychiatrist and to fund operation of this program during the term of this Agreement and any extensions thereof as a part of its annual budgeting process, subject to mutually agreed upon terms and conditions for program implementation and financing.

4. **Duration and Termination of Agreement** – This Agreement shall be effective beginning on the day and year first written above, through December 31, 2014. This Agreement shall thereafter renew for one year periods subject to annual appropriations being made available to fund this Agreement by the County unless either party to this Agreement elects to terminate this Agreement for convenience after the initial 2014 term; in such case the terminating party shall give the non-terminating party at least 60 days advance written notice of termination. Provided, however, this Agreement may be terminated for a cause including but not limited to, material breach of any term or condition of this Agreement, Psychiatrist loss of licensure, Psychiatrist inability to provide medical services in a competent professional manner, commission of a felony or a crime moral turpitude, or such other causes warranting termination. Notice of termination for cause shall be given as promptly as reasonable practicable under the circumstances and in case of termination of Psychiatrist, notice of termination for cause shall be given 30 days in advance of the date of termination unless circumstances in County's reasonable judgment warrant shorter notice of termination, but Psychiatrist shall be compensated for at least 30 days of services regardless of whether such services are performed if termination occurs upon less than 30 days notice.
5. **Funding** – The County agrees to use all reasonable efforts to fund all of its obligations under this Agreement for the contract period and any renewals thereof. However, both parties understand and agree that the County is legally prohibited from financially obligating itself beyond its current fiscal year and then only to the extent appropriations are available for that purpose. Accordingly, the parties mutually understand that this Agreement shall automatically terminate if appropriations are not made available to fund the obligations under this Agreement beyond the current fiscal year.
6. **Binding Effect** – This Agreement shall be binding upon and exist for the benefit of the parties hereto as long as this Agreement and any extension thereof remain in effect. It is understood and agreed that any persons obtained by Psychiatrist to provide substitute or supplemental services as authorized by this Agreement shall be bound by the same terms, conditions and obligations to which the Psychiatrist is obligated while any such person is providing substitute or supplemental services. It is further understood and agreed that the Psychiatrist shall be responsible and liable to the County for work performed by persons providing substitute or supplemental services for Psychiatrist as authorized under the terms of this Agreement and that all such persons shall be fully insured for services to the same extent as the Psychiatrist.
7. **No Third Party Beneficiaries** – This Agreement is intended to and shall be construed exclusively for the benefit of the parties to this Agreement and is not intended to be for the benefit of any persons or entities who are not a party to this Agreement.
8. **Entire Agreement** – This Agreement constitutes the entire Agreement between the parties and supercedes any prior negotiations, written or verbal, and may only be amended by a signed writing executed with the same formality of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

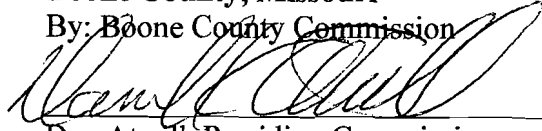
Psychiatrist



Agara S. Reddy, MD

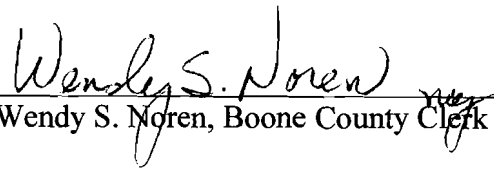
Boone County, Missouri

By: Boone County Commission



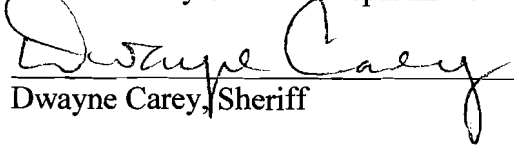
Dan Atwill, Presiding Commissioner

ATTEST:



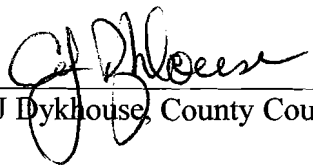
Wendy S. Noren, Boone County Clerk

Boone County Sheriff's Department



Dwayne Carey, Sheriff


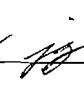
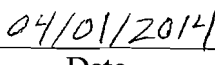
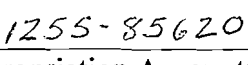
Approved as to legal form:



CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year during which it is written.

 by   
Signature Date Appropriation Account(s)

To: County Clerk's Office
 Comm Order # 145-2014

Please return purchase req with
 back-up to Auditor's Office.

4/1/14

**REQUEST
 DATE**

**PURCHASE REQUISITION
 BOONE COUNTY, MISSOURI**

Agara S. Reddy M.D.

VENDOR NO.

VENDOR NAME

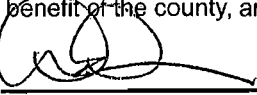
BID NUMBER

Ship to Department #

Bill to Department #

Department	Account	Item Description	Qty	Unit Price	Amount
1255	85620	Psychiatrist Services	9	4810.00	\$43,290.00
1255	85620	Professional Liability Insurance	1	5000.00	\$5,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
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					\$0.00
GRAND TOTAL:					<u>48,290.00</u>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.



Approving Official

Prepared By



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 3rd day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached Findings of Fact and Conclusions of Law relative to a conditional use permit for David L., Donna M. and Joshua J. Card for a permit for a duplex in the R-S (Single Family Residential) zoning district on 3.26 acres located at 7902 & 7904 Rollingwood Blvd., Columbia.

Done this 3rd day of April, 2014.

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

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: David L., Donna M. and Joshua J. Card

ADDRESS: 7902 & 7904 W Rollingwood Blvd., Columbia, MO 65202

LEGAL DESCRIPTION: SW1/4 Sec. 1, Twp. 48 N, Rge 14 W.

TAX PARCEL: 15-311-01-00-015.00

ZONING: R-S (Single Family Residential)

DATE APPROVED: 4/1/2014

CONDITIONAL USE: Duplex

CONDITIONS OF APPROVAL:

- That the exterior of the new structure be consistent with a single-family dwelling rather than a traditional duplex.

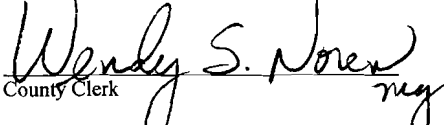
VOID DATE: Void if not used for 12 month period.

EXPIRATION DATE: N/A

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated: 4-3-14

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.

147 -2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 3rd day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached Findings of Fact and Conclusions of Law relative to a conditional use permit for Jeffrey and Jane Brummet for a permit for a kennel in the A-1 (Agriculture) zoning district on 10.32 acres located at 7071 S. Tom Bass Road, Columbia

Done this 3rd day of April, 2014.

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

Jahet M. Thompson
Jahet M. Thompson
District II Commissioner

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: Jeffrey and Jane Brummet

ADDRESS: 7071 S Tom Bass Rd., Columbia, MO 65201

LEGAL DESCRIPTION: SE ¼ Sec.10, Twp. 47 N., Rge.12 W.

TAX PARCEL: 21-200-10-00-012.03

ZONING: A-1 (Agriculture)

DATE APPROVED: April 1, 2014

CONDITIONAL USE: Kennel

CONDITIONS OF APPROVAL:

- That development of this site be done in compliance with the requirements of the Boone County Resource Management-Building Inspections division & the Boone County Fire Protection District.
- That the on-site wastewater system proposal be found satisfactory to the Boone County Regional Sewer District, the director of Boone County Resource Management, and the Columbia/Boone County Health Department.

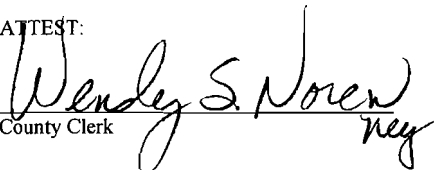
VOID DATE: Void if not used for 12 month period.

EXPIRATION DATE: N/A

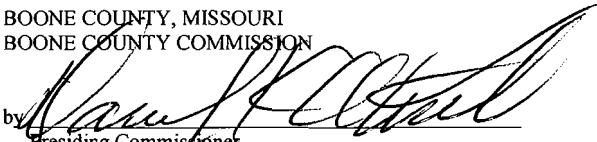
ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated:

4-3-14

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 3rd day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the Cooperative Agreement between the County of Boone and the City of Ashland relative to the maintenance and improvements for Angel Lane.

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

Done this 3rd day of April, 2014.

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

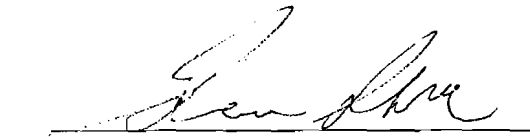
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH BOONE COUNTY FOR IMPROVEMENT AND REPAIR OF ANGEL LANE

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to enter into a Cooperative Agreement with Boone County for improvement and repair of Angel Lane. The form and content of the Cooperative Agreement shall be substantially as set forth in Exhibit "A" which is attached to and made a part of this Ordinance.

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

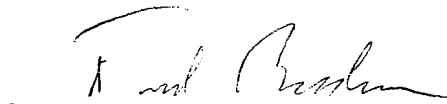
Dated this 18th day of March, 2014.


Gene Rhorer, Mayor

Attest:


Darla Sapp, City Clerk

Certified as to correct form:


Fred Boeckmann, City Attorney

**BOONE COUNTY & CITY OF ASHLAND
ANGEL LANE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**
(Amended 3-06-2014)

THIS AGREEMENT, dated this 3rd day of April, 2014, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Ashland**, a municipal corporation, herein "City".

WHEREAS, County and City have entered into a Cooperative Agreement, approved by Boone County Commission Order 450-2010, which addresses, among other things, the maintenance and improvement of Angel Lane; and

WHEREAS, County and City have entered into a Cooperative Agreement, approved by Boone County Commission Order 459-2011, relating to the annual distribution of sales and property taxes for road and bridge improvements; and

WHEREAS, County and City have entered into a Cooperative Agreement, approved by Boone County Commission Order 580-2012, which was intended to facilitate certain soil borings necessary to plan for the Angel Lane road improvement project at a cost of \$5,000.00; and

WHEREAS, the improvement of Angel Lane is important for regional economic development in order to improve access to the Columbia Regional Airport; and

WHEREAS, County and City desire to reallocate certain road and bridge funding in order to facilitate the Angel Lane improvement project; and

WHEREAS, the parties desire to set forth their final understandings regarding the Angel Lane project so as to allow County to administer a construction project involving Angel Lane to improve the same; and

WHEREAS, at the completion of the construction project contemplated herein, the parties intend that Angel Lane will be regarded as part of the City's road system for all purposes thereafter; and

WHEREAS, the parties intend that the County will administer this project (bidding, construction administration, construction inspection, change orders, and other project administration);

WHEREAS, the parties intend that the County will participate in the payment of costs of the project up to 30% of the project costs for the full depth reclamation and asphalt overlay option, which costs shall include the County's payments to Engineering Survey & Services (under agreement approved in Commission Order 447-2013) for project design services and the County's costs of administration of the project; and

WHEREAS, the parties agree the County will reallocate \$100,000.00 of former "revenue sharing" funds due City as a further contribution to this project; and

WHEREAS, the parties intend that the City will pay the remaining costs of the project, including additional costs stemming from awarded alternates, from its funds, including such future funds that the City receives by virtue of the "formula entity" Cooperative Agreement approved in Commission Order 459-2011; and

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

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

1. **PURPOSE.** The purpose of this Agreement is to facilitate the Angel Lane improvement project.
2. **INCORPORATED AGREEMENTS.** The terms of the Cooperative Agreements between the County and City approved in Boone County Commission Orders 450-2010, 459-2011, and 580-2012 are incorporated herein by reference, as is the County's Agreement with Engineering Surveys & Services approved in Commission Order 447-2013.
3. **FUNDING STREAMS CONTEMPLATED.** Attached hereto and incorporated herein by reference is a Sample Project Budget and Source of Funds exhibit which outlines generally how the parties intend to fund this project.
4. **COUNTY AGREEMENTS.**
 - a. County will prepare bid specifications and bid a reconstruction project on Angel Lane that reflects the four (4) approaches outlined in the January 7, 2014 report from Engineering Surveys & Services, which is attached hereto and incorporated herein by reference.

- b. County will, in consultation with the City, award the project and such alternates as the City directs by official action of the Board of Aldermen communicated in writing to County, and administer the construction project.
- c. County will provide documentation to City for its costs incurred in furtherance of this agreement showing County's contributions to the project through administration and out-of-pocket expenses, which shall include the following, contemplated payments:
 - i. County funds paid to ES&S under agreement approved in Commission Order 447-2013.
 - ii. County's reallocation of "revenue sharing" funds due Ashland in the amount of \$100,000.00, which includes \$5,000.00 that will require the closing of the Purchase Order associated with the Cooperative Agreement County and City have entered into for boring samples which was approved by Boone County Commission Order 580-2012. This amount will be paid out to City such that City can then use these funds to pay part of its obligations herein.
 - iii. Additional County Road & Bridge funds representing the County's remaining 30% contemplated contribution to the base bid project costs for the full depth reclamation and asphalt overlay option.
 - iv. And such additional Road & Bridge funds as are necessary to complete the project, which shall be reimbursed to County by City as provided for herein.
- d. County will bill City for costs incurred in furtherance of the project in excess of its contemplated contribution, and will not charge interest to City for any carry over balances while City makes payments in a timely fashion as called for herein.

5. CITY AGREEMENTS.

- a. City agrees to pay County \$200,000.00 within thirty (30) days of execution of this Agreement as its initial contribution to the project as follows:
 - i. \$100,000.00 from City's own funds; and
 - ii. \$100,000.00 from the "revenue sharing" funds paid by County to City as contemplated in paragraph 4(c)(ii) above.

- b. City agrees to honor future invoices received from the County within thirty (30) days after receipt of its annual distribution of road revenue from County under the Cooperative Agreement approved in Commission Order 459-2011. If the full, annual distribution amount is insufficient to pay the entire outstanding balance due, City will continue to make annual payments of its entire road revenue distribution to County as is necessary until such time as the balance is paid.
 - i. Should City fail to make timely payments as called for herein, City agrees that County will be entitled to redirect future road revenue distributions due the City toward its outstanding balance due until such time as the balance is paid. In the event that occurs, City also agrees that County shall be entitled to interest at the maximum legal rate of 9% per annum on any outstanding balances.
 - c. After completion of the project contemplated herein, Angel Lane will become part of the City's street system for all purposes and County will not thereafter have any maintenance obligations with respect to Angel Lane.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **TERM.** This Agreement shall be in effect from its execution until completion of the project contemplated in the Application filed by City, unless sooner terminated under the provisions of this Agreement.
10. **NON-EXCLUSIVE.** Although this Agreement is intended to be the final agreement relating to Angel Lane, this Agreement is not intended to be the exclusive Agreement between the parties addressing the subject matter of improving or maintaining roads and bridges, and the parties specifically represent that this Agreement for approved,

Reallocation-based funding is separate from, and complementary to, other Cooperative Agreement(s) with the County relating to funding of road and bridge improvements.

11. **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.
12. **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.
13. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
14. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
15. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

[SIGNATURES IMMEDIATELY APPEAR ON NEXT PAGE.]

BOONE COUNTY

By:

[Signature]
Presiding Commissioner

Date: 4-3-14

ATTEST:

Wendy S. Noren
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

Boone County Auditor Certification:

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

Jan E. Pritchard 3/27/14 \$100,000
County Auditor Date 2049-84200

CITY OF ASHLAND

By:

[Signature]
Mayor /Other Authorized

Date: 3-18-14

ATTEST:

Debra Dapp
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

**EXAMPLE PROJECT BUDGET AND SOURCE OF FUNDS
ANGEL LANE PROJECT**

Estimated Project Total Cost:

\$588,000 est. const. costs
\$10,000 est. admin costs (\$598,000.00)

County reallocation of "revenue sharing" funds \$100,000.00 *Contemplates closing out of \$5,000 Purchase Order
(Distributed to Ashland and repaid to County) associated with agreement approved in CO #580-2012

Payment from Ashland to County for project \$100,000.00

County Road & Bridge Contribution to project \$112,500.00 *30% of base bid for full depth reclamation and asphalt overlay

REMAINING PROJECT COSTS (\$285,500.00) *Amount to be paid back annually by Ashland from City's Road Revenue distribution by paying that amount back in full until balance is paid.

OPINION OF PROBABLE ON-SITE CONSTRUCTION COSTS

Date: 7-Jan-14

Project: Angel Lane

Description: OPC Includes FDR for the entire length of Angel Lane. Alternates for heavy duty concrete have been included for Alternate #1 and Alternate #2.

Prepared by: Engineering Surveys & Services
1113 Fay Street, Columbia, MO 65201
Phone: (573) 449-2646 FAX: (573) 499-1499

Project No.: G11787

	Quantity	Unit	Unit Cost	Total
Project Cost				
General Mobilization	1	LUMP SUM	\$5,000.00	\$5,000.00
Full Depth Reclamation STA. 0+00 to 64+50 (12 in. mill with cement)	17,200	S.Y.	\$7.00	\$120,400.00
Base Rock (5 in. additional rock from STA. 34+00 to 64+50)	1,980	Ton	\$15.00	\$29,700.00
Asphalt Surface (2 in. thick)	1,930	Ton	\$80.00	\$154,400.00
Striping Centerline (2 coats)	6,650	L.F.	\$1.00	\$6,650.00
Regrading Shoulders (both sides)	1	LUMP SUM	\$2,000.00	\$2,000.00
Traffic Control (design and installation as needed for construction)	1	LUMP SUM	\$5,000.00	\$5,000.00
Seed and Straw Disturbed Area	2	ACRE	\$1,500.00	\$3,000.00
Sub-total				\$326,150.00
Contingency 15.0%				\$48,922.50
GRAND TOTAL				\$375,000.00

Alternate #1

Heavy Duty Concrete from STA. 0+00 to 0+80 (incl. base)

Full Depth Reclamation Deduct

Asphalt Surface Deduct

	230	S.Y.	\$52.00	\$11,960.00
	-230	S.Y.	\$8.00	(\$1,840.00)
	-25	Ton	\$80.00	(\$2,000.00)

Sub-total

Contingency 15.0%

\$8,120.00

\$1,218.00

ALTERNATE #1 TOTAL

\$9,000.00

Alternate #2

Heavy Duty Concrete from STA. 10+60 to 15+00 (incl. base)

Full Depth Reclamation Deduct

Asphalt Surface Deduct

	1,173	S.Y.	\$52.00	\$60,996.00
	-1,173	S.Y.	\$8.00	(\$9,384.00)
	-130	Ton	\$80.00	(\$10,400.00)

Sub-total

Contingency 15.0%

\$41,212.00

\$6,181.80

ALTERNATE #2 TOTAL

\$47,000.00

OPINION OF PROBABLE ON-SITE CONSTRUCTION COSTS

Date: 7-Jan-14
Project: Angel Lane
Description:

OPC Includes FDR From industrial park to the east and heavy duty concrete pavement to the west

Prepared by: Engineering Surveys & Services
 1113 Fay Street, Columbia, MO 65201
 Phone: (573) 449-2646 FAX: (573) 499-1499
Project No.: G11797

	Quantity	Unit	Unit Cost	Total
Project Cost				
General Mobilization	1	LUMP SUM	\$10,000.00	\$10,000.00
Heavy Duty Concrete from STA. 0+00 to 15+00 (incl. base)	4,000	S.Y.	\$52.00	\$208,000.00
Full Depth Reclamation STA. 15+00 to 64+50 (12 in. mill with cement)	13,200	S.Y.	\$7.00	\$92,400.00
Base Rock (5 in. additional rock from STA. 15+00 to 64+50)	1,980	Ton	\$15.00	\$29,700.00
Asphalt Surface (2 in. thick)	1,930	Ton	\$80.00	\$154,400.00
Striping Centerline (2 coats)	6,650	L.F.	\$1.00	\$6,650.00
Regrading Shoulders (both sides)	1	LUMP SUM	\$2,000.00	\$2,000.00
Traffic Control (design and installation as needed for construction)	1	LUMP SUM	\$5,000.00	\$5,000.00
Seed and Straw Disturbed Area	2	ACRE	\$1,500.00	\$3,000.00
Sub-total				\$511,150.00
Contingency 15.0%				\$76,672.50
GRAND TOTAL				\$588,000.00

149-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the January Adjourned

Term. 20 14

In the County Commission of said county, on the 3rd day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, April 9, 2014, at 10:00 a.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 3rd of April, 2014.

ATTEST:

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

[Signature]
Daniel K. Atwill
Presiding Commissioner
[Signature]
Karen M. Miller
District I Commissioner
[Signature]
Janet M. Thompson
District II Commissioner