

CERTIFIED COPY OF ORDER

October Session of the October Adjourned

Term. 20 17

STATE OF MISSOURI }
County of Boone } ea.

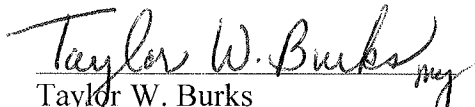
In the County Commission of said county, on the 3rd day of October 20 17

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

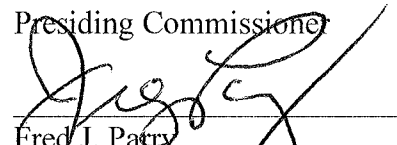
Now on this day the County Commission of the County of Boone does hereby recognize the Boone County, Missouri Senior 4-H Livestock Judging Team (Aaron Mott, Derek Strawn, Wyatt Thompson and Elise Bailey) and the Columbia FFA Livestock Judging Team (Aaron Mott, Derek Strawn, Wyatt Thompson and Audrey Wooden).

Done this 3rd day of October, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

**PROCLAMATION RECOGNIZING
BOONE COUNTY, MISSOURI SENIOR
4-H LIVESTOCK JUDGING TEAM AND COLUMBIA
FFA LIVESTOCK JUDGING TEAM**

Whereas, the Boone County 4-H Senior Livestock Judging Team and the Columbia FFA Livestock Judging Team both placed 1st in their respective state competitions in the year 2017; and

Whereas, members of the teams, their livestock judging coaches, 4-H leaders, and FFA advisors have invested many years of persistence, dedication and hard work to achieve this success; and

Whereas, the Boone County community provides skill and leadership development opportunities for its youth with agricultural interests; and

Whereas, 4-H Senior Livestock Judging Team members Aaron Mott, Derek Strawn, Wyatt Thompson and Elise Bailey have been long-standing members of the positive youth development organization, serving as local officers and exhibiting livestock and other 4-H projects at county fairs and the Missouri State Fair; and

Whereas, Columbia FFA Livestock Judging team members Aaron Mott, Derek Strawn, Wyatt Thompson and Audrey Wooden have demonstrated leadership not only on judging teams, but also through FFA officer positions on the state, area, and chapter level; and

Whereas, these young leaders in agriculture are committed to giving back to the community by helping other young people develop the knowledge and skills that the 4-H and FFA organizations have helped them to develop;

Therefore, we do hereby recognize the Boone County 4-H and Columbia FFA Livestock Judging teams for their success during 2017 and their leadership, as well as their dedication and commitment to the 4-H and FFA organizations.

IN TESTIMONY WHEREOF, this 3rd day of October, 2017.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Taylor W. Burks, County Clerk

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STATE OF MISSOURI

} ea.

County of Boone

In the County Commission of said county, on the

3rd

day of

October

20

17


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

Now on this day the County Commission of the County of Boone does hereby recognize Nathan Martin's contributions to agricultural education in Boone County.

Done this 3rd day of October, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**PROCLAMATION RECOGNIZING
NATHAN MARTIN'S CONTRIBUTIONS TO
AGRICULTURAL EDUCATION IN BOONE COUNTY**

- Whereas,* Nathan Martin has been farming in Boone County since 1977, and now owns and operates Martin Angus, a 4th generation seedstock Angus operation; and
- Whereas,* Nathan's involvement in agriculture in Boone County is extensive, including serving on the Missouri Beef Industry Council, volunteering at the livestock shows at both the Centralia Fair and the Boone County Fair, and chairing the Boone County Fair swine show and beef show; and
- Whereas,* Nathan's involvement with 4-H and FFA Livestock Judging goes back nearly 40 years and includes competing as a member of the Mizzou Meats Team in 1979 and the Mizzou Livestock Judging Team in 1980, and being recognized as the 3rd highest placing individual at the North American International Livestock Exposition in Louisville, KY in 1980; and
- Whereas,* for over 14 years, Nathan has devoted countless hours to coaching Boone County youth in livestock judging, setting up practices and mentoring many young people; and
- Whereas,* Nathan has coached innumerable 4-H livestock judging teams, helping them to increase their public speaking skills, gain poise and increase their knowledge of livestock evaluation; and
- Whereas,* Nathan has coached many high caliber teams, including five youth teams between 2003 and 2013 who competed at the North American International Livestock Exposition in Louisville, KY, and four youth teams between 2007 and 2013 who competed at the National Western Stock Show in Denver, CO; and
- Whereas,* on November 14, 2017, he will lead his sixth team to compete at the North American International Livestock Exposition, the current Missouri State Champion 4-H Livestock Judging Team;
- Therefore,* we do hereby recognize the dedication of Nathan Martin to the youth of Boone County and his contributions to the agricultural education of our community.

IN TESTIMONY WHEREOF, this 3rd day of October, 2017.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Taylor W. Burks, County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

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County of Boone

} ea.

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Robert Helmka for a permit for a private radio tower taller than 100' on 16 acres located at 13301 Pearman Rd., Ashland.

Done this 3rd day of October, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

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County of Boone

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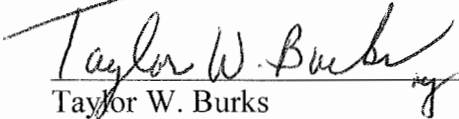
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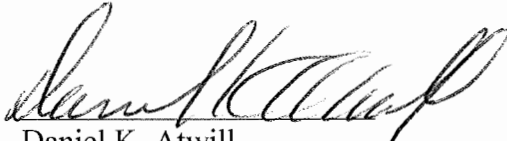
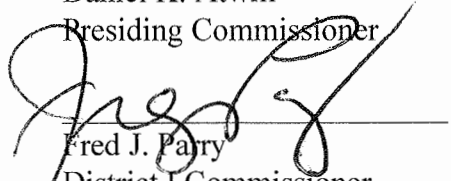
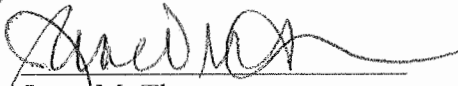
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Katie Patterson on behalf of John G. Grone Family LLC to rezone from A-1 (Agriculture) to REC-P (Planned Recreational) on 15.98 acres located at 1801 N Rte. Z, Columbia.

Done this 3rd day of October, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

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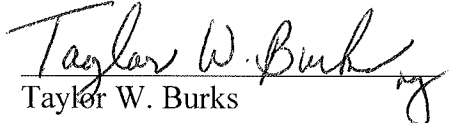
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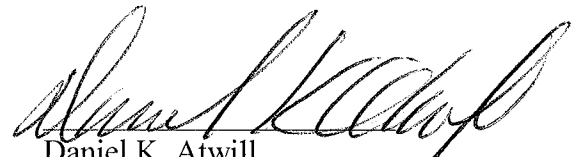
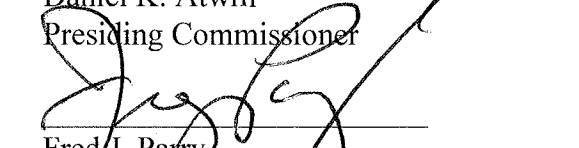
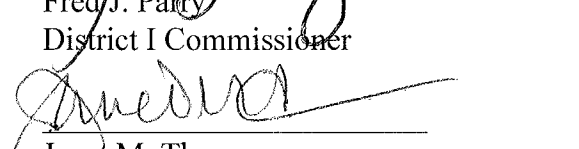
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **approve** a review plan for Glenn Acres Farm on 15.98 acres located at 1801 N Rte. Z, Columbia.

Done this 3rd day of October, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI

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Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

3rd

day of

October

20

17

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 Public Infrastructure Development and Security Agreements for Nursery Heights Plats 1, 2, 3 and 4 between Nursery Heights Development Group, LLC and Boone County.

Done this 3rd day of October, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

**PUBLIC INFRASTRUCTURE DEVELOPMENT AND SECURITY AGREEMENT
PLAT 1**

Date: September 14, 2017

Developer Name: Nursery Heights Development Group, LLC

Address: 4721 Valhalla Ct.
Columbia, MO 65203

Development: Nursery Heights Plat (1)
Name of Subdivision

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

In consideration of the performance by each party of their respective obligations described in this agreement and in the Nursery Heights Development Agreement with County signed on Jan. 12, 2017 by Jeff Hemme on behalf of Developer, the parties agree to the following:

1. **Background and Purpose of Agreement** – Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 of the Subdivision Regulations of Boone County, Missouri and/or section 2.12 of the Roadway Regulations of Boone County, Missouri in order to permit Developer to obtain final approval of the subdivision plat for the development described above, and to assure County of final completion of required public infrastructure and improvements within publicly dedicated road right-of-way to be accepted by county for maintenance. By entering this agreement, the Developer is agreeing to complete improvements described below in accordance with County Regulations and specifications, and with that Nursery Heights Development Agreement, and provide to County with financial security in the event the Developer fails to complete such improvements within the time and in the manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with published Boone County Roadway Regulations and related specifications contained within the regulations now in effect:

Concrete Sidewalk (241.6' long x 5' wide x 4" thick) along the street frontage of Common Lots C101 and C102 as shown on the attached Exhibits 'A' and 'B' respectively, and in the Nursery Heights Final Plats on file with Boone County Resource Management.

3. **Time for Completion** – The Developer agrees to complete the improvements described in paragraph 2 to County’s satisfaction no later than the 17 th day of November, 2017 , so that all such improvements pass County inspection and are accepted by County as of this date.

4. **Security for Performance** - To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide County with security in the amount of \$6,960.50 upon execution of this agreement, which County may use and apply for completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of _____ months/years.
- Corporate surety bond issued to Boone County, Missouri.

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment, as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. In the event Developer fulfills its obligations in the time and manner required by this agreement, then any cash deposit provided as security shall be refunded to Developer within 30 days of completion and acceptance of improvements by County. If security is in the form of Certificate of Deposit and improvement required under this agreement are accepted by County, then such Certificate of Deposit shall be redeemed at maturity and the principal amount thereof shall be paid to Developer within 30 days of redemption. Interest earned on any Certificate of Deposit shall be retained by County as reimbursement of administrative costs incurred by County in fulfilling its obligations under this agreement.

6. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

7. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices.

IN WITNESS WHEREOF the Developer and the County have executed this agreement to be effective on the day and year first above written.

Developer:

Boone County, Missouri, through its
Resource Management Department,

By: 

Jeff Hemme, Manager

By: 

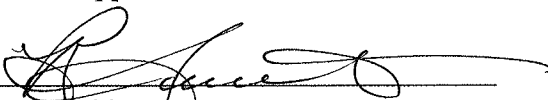
Jeff McCann, P.E.
Chief Engineer

Approved:



Stan Shawver
Director of Resource Management

Form Approved:

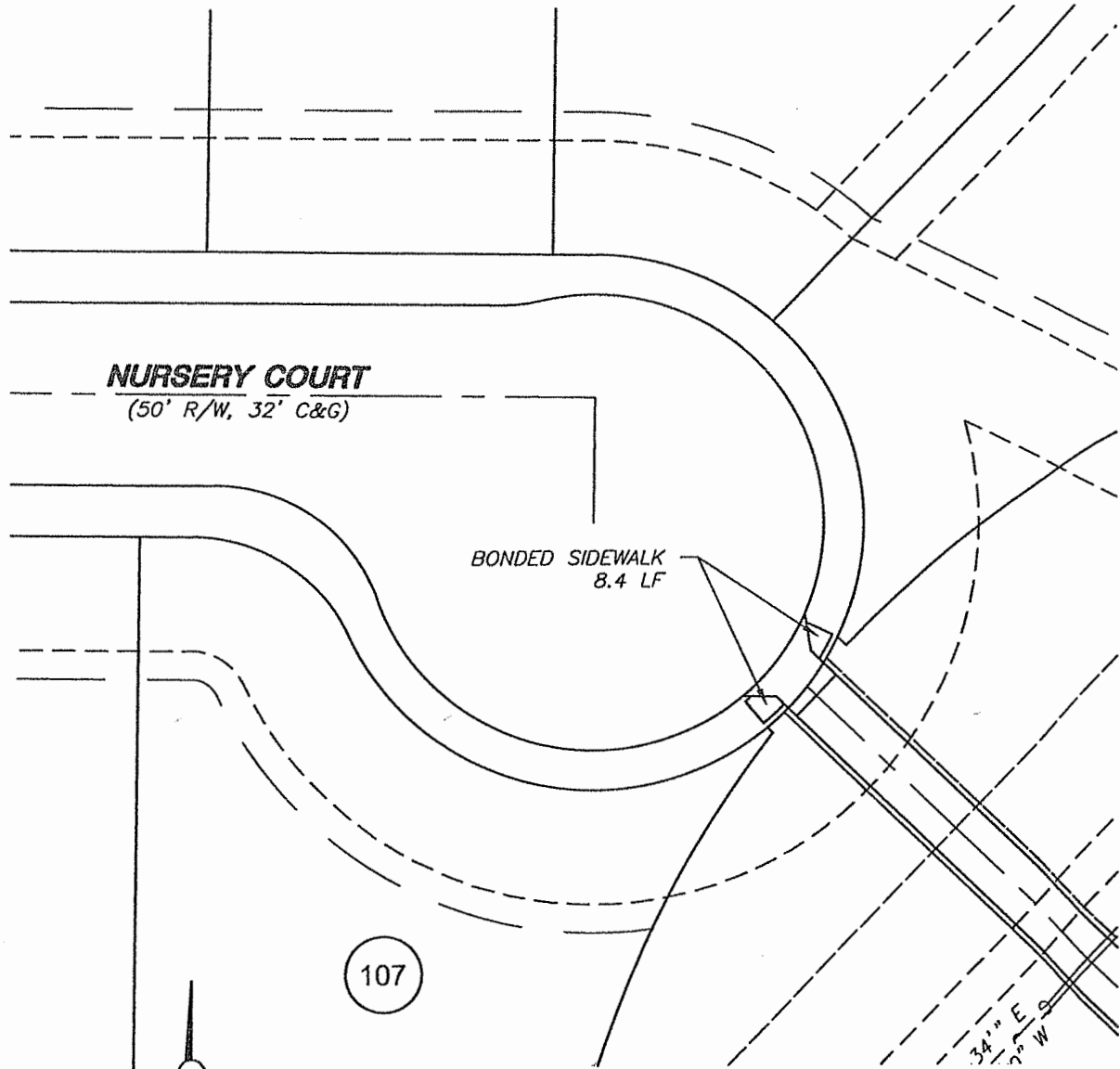


C.J. Dykhouse
County Counselor

Exhibit A

PLAT 1
LOT C101

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107

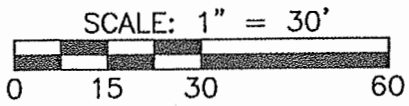
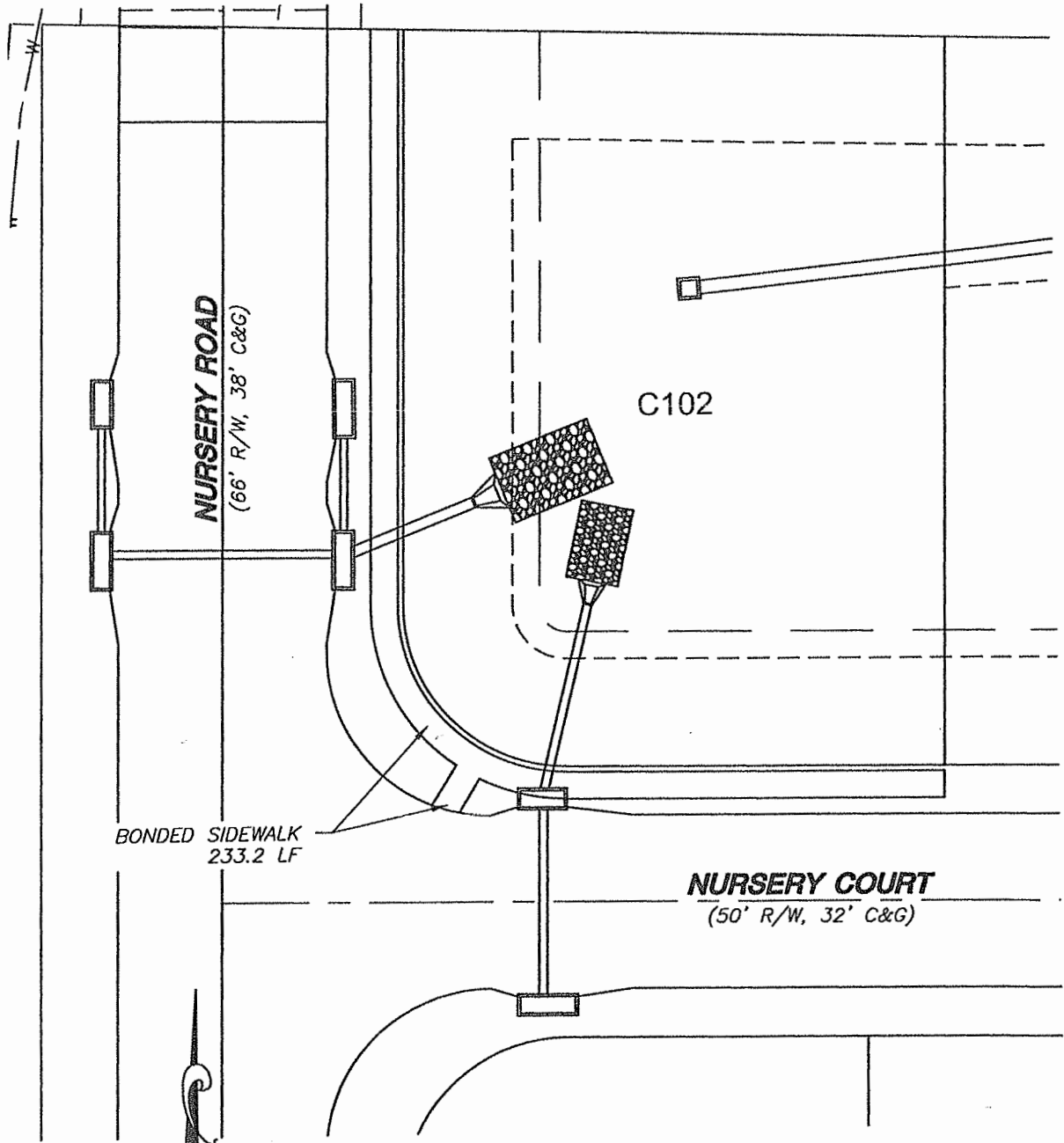


Exhibit B

PLAT 1
LOT C102

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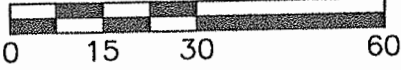
NURSERY ROAD
(66' R/W, 38' C&G)

C102

BONDED SIDEWALK
233.2 LF

NURSERY COURT
(50' R/W, 32' C&G)

SCALE: 1" = 30'



**PUBLIC INFRASTRUCTURE DEVELOPMENT AND SECURITY AGREEMENT
PLAT 2**

Date: September 14, 2017

Developer Name: Nursery Heights Development Group, LLC

Address: 4721 Valhalla Ct.
Columbia, MO 65203

Development: Nursery Heights Plat (2)
Name of Subdivision

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

In consideration of the performance by each party of their respective obligations described in this agreement and in the Nursery Heights Development Agreement with County signed on Jan. 12, 2017 by Jeff Hemme on behalf of Developer, the parties agree to the following:

1. **Background and Purpose of Agreement** – Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 of the Subdivision Regulations of Boone County, Missouri and/or section 2.12 of the Roadway Regulations of Boone County, Missouri in order to permit Developer to obtain final approval of the subdivision plat for the development described above, and to assure County of final completion of required public infrastructure and improvements within publicly dedicated road right-of-way to be accepted by county for maintenance. By entering this agreement, the Developer is agreeing to complete improvements described below in accordance with County Regulations and specifications, and with that Nursery Heights Development Agreement, and provide to County with financial security in the event the Developer fails to complete such improvements within the time and in the manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with published Boone County Roadway Regulations and related specifications contained within the regulations now in effect:

Concrete Sidewalk (35.0' long x 5' wide x 4" thick) along the street frontage of Common Lot C201 as shown on the attached Exhibit 'A'.

3. **Time for Completion** – The Developer agrees to complete the improvements described in paragraph 2 to County’s satisfaction no later than the 17 th day of November, 2017 , so that all such improvements pass County inspection and are accepted by County as of this date.

4. **Security for Performance** - To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide County with security in the amount of \$1,008.35 upon execution of this agreement, which County may use and apply for completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of _____ months/years.
- Corporate surety bond issued to Boone County, Missouri.

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment, as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. In the event Developer fulfills its obligations in the time and manner required by this agreement, then any cash deposit provided as security shall be refunded to Developer within 30 days of completion and acceptance of improvements by County. If security is in the form of Certificate of Deposit and improvement required under this agreement are accepted by County, then such Certificate of Deposit shall be redeemed at maturity and the principal amount thereof shall be paid to Developer within 30 days of redemption. Interest earned on any Certificate of Deposit shall be retained by County as reimbursement of administrative costs incurred by County in fulfilling its obligations under this agreement.

6. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

7. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices.

IN WITNESS WHEREOF the Developer and the County have executed this agreement to be effective on the day and year first above written.

Developer:

Boone County, Missouri, through its
Resource Management Department,

By:



Jeff Hemme, Manager

By:



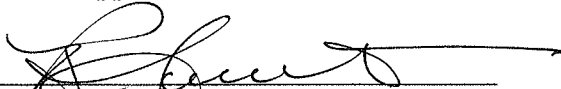
Jeff McCann, P.E.
Chief Engineer

Approved:



Stan Shawver
Director of Resource Management

Form Approved:

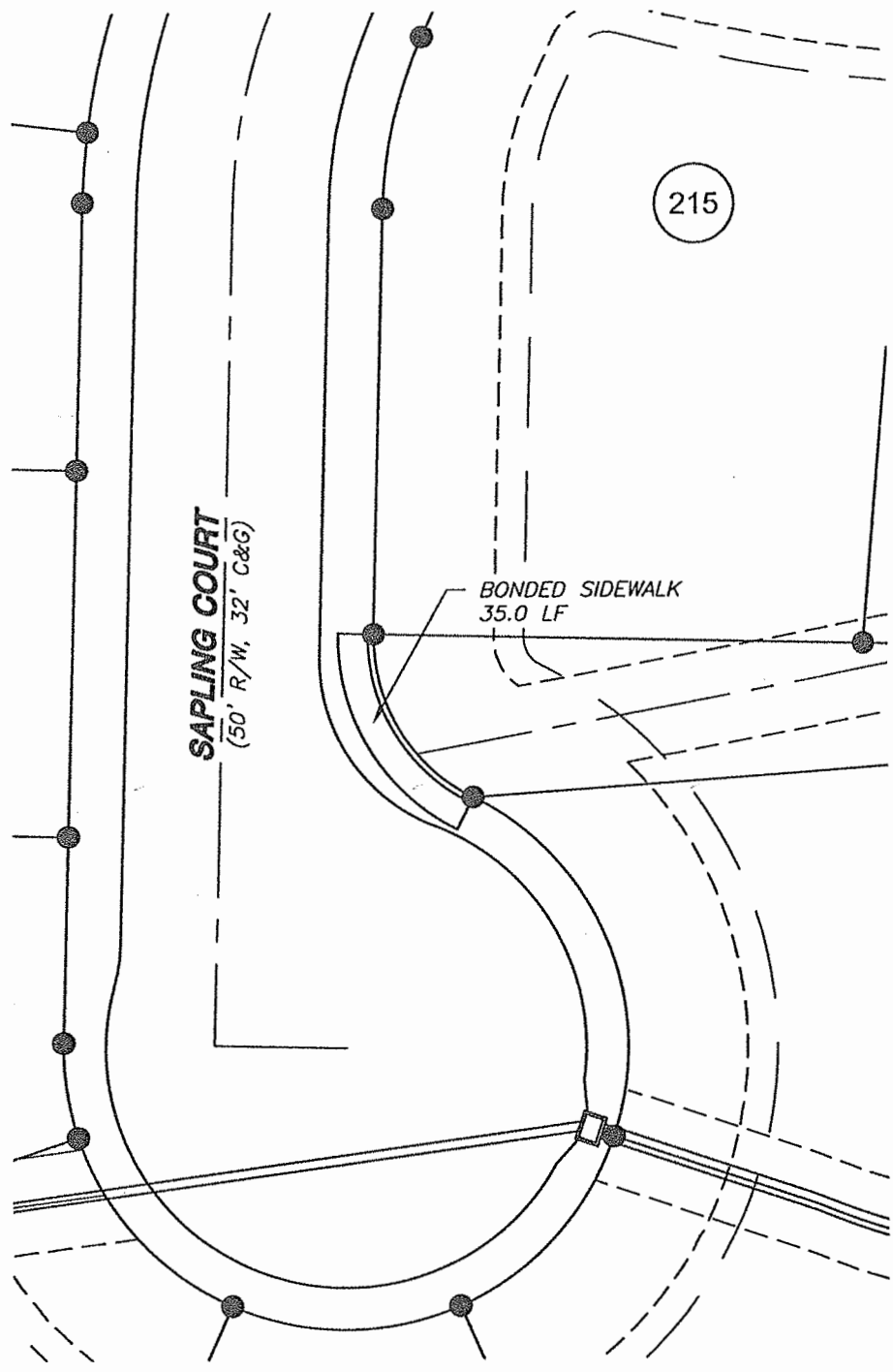


C.J. Dykhouse
County Counselor

Exhibit A

PLAT 2
LOT C201

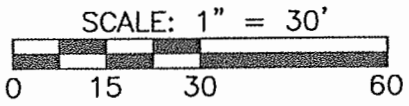
X:\Project\NHDG - Nursery Heights Dev Group\NURSERY HEIGHTS\DRAWINGS\PLAT 2\NHDG16-10 Roads 2-3.dwg EXHIBITS



SAPLING COURT
(50' R/W, 32' C&G)

BONDED SIDEWALK
35.0 LF

215



**PUBLIC INFRASTRUCTURE DEVELOPMENT AND SECURITY AGREEMENT
PLAT 3**

Date: September 14, 2017

Developer Name: Nursery Heights Development Group, LLC

Address: 4721 Valhalla Ct.
Columbia, MO 65203

Development: Nursery Heights Plat (3)
Name of Subdivision

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

In consideration of the performance by each party of their respective obligations described in this agreement and in the Nursery Heights Development Agreement with County signed on Jan. 12, 2017 by Jeff Hemme on behalf of Developer, the parties agree to the following:

1. **Background and Purpose of Agreement** – Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 of the Subdivision Regulations of Boone County, Missouri and/or section 2.12 of the Roadway Regulations of Boone County, Missouri in order to permit Developer to obtain final approval of the subdivision plat for the development described above, and to assure County of final completion of required public infrastructure and improvements within publicly dedicated road right-of-way to be accepted by county for maintenance. By entering this agreement, the Developer is agreeing to complete improvements described below in accordance with County Regulations and specifications, and with that Nursery Heights Development Agreement, and provide to County with financial security in the event the Developer fails to complete such improvements within the time and in the manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with published Boone County Roadway Regulations and related specifications contained within the regulations now in effect:

Concrete Sidewalk (13.3' long x 5' wide x 4" thick) along the street frontage of Common Lot C301 as shown on the attached Exhibit 'A'.

3. **Time for Completion** – The Developer agrees to complete the improvements described in paragraph 2 to County’s satisfaction no later than the **17 th** day of **November, 2017** , so that all such improvements pass County inspection and are accepted by County as of this date.

4. **Security for Performance** - To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide County with security in the amount of **\$383.17** upon execution of this agreement, which County may use and apply for completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of _____ months/years.
- Corporate surety bond issued to Boone County, Missouri.

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment, as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. In the event Developer fulfills its obligations in the time and manner required by this agreement, then any cash deposit provided as security shall be refunded to Developer within 30 days of completion and acceptance of improvements by County. If security is in the form of Certificate of Deposit and improvement required under this agreement are accepted by County, then such Certificate of Deposit shall be redeemed at maturity and the principal amount thereof shall be paid to Developer within 30 days of redemption. Interest earned on any Certificate of Deposit shall be retained by County as reimbursement of administrative costs incurred by County in fulfilling its obligations under this agreement.

6. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

7. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices.

IN WITNESS WHEREOF the Developer and the County have executed this agreement to be effective on the day and year first above written.

Developer:

Boone County, Missouri, through its
Resource Management Department,

By:



Jeff Hemme, Manager

By:



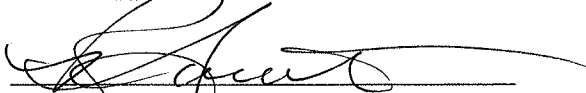
Jeff McCann, P.E.
Chief Engineer

Approved:



Stan Shawver
Director of Resource Management

Form Approved:

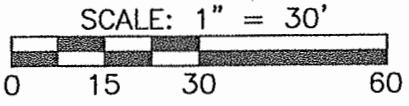
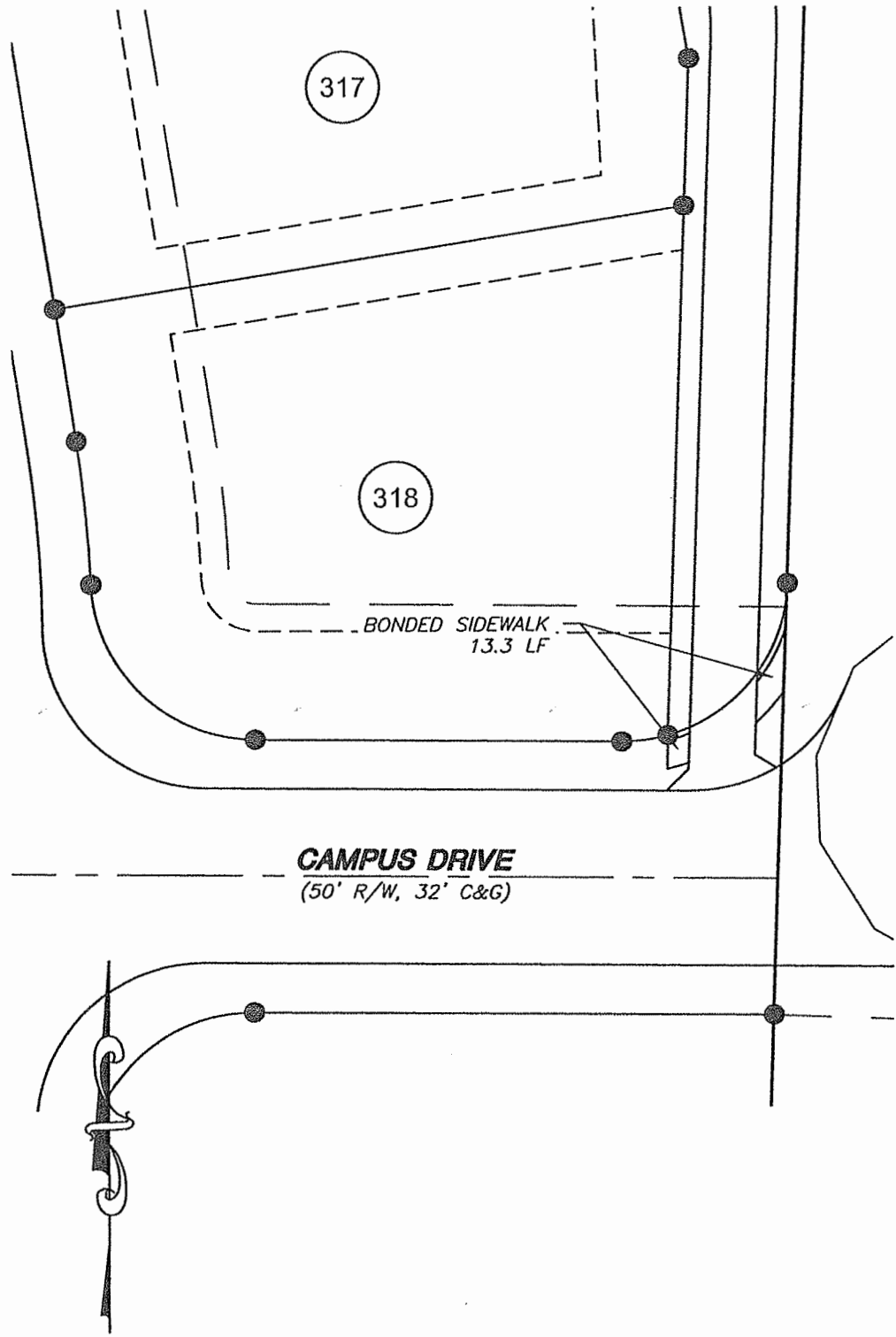


C.J. Dykhouse
County Counselor

Exhibit A

PLAT 3
LOT C301

X:\Project\NHDG - Nursery Heights Dev Group\NURSERY HEIGHTS\DRAWINGS\PLAT 2\NHDG16-10 Roads 2-3.dwg EXHIBITS



**PUBLIC INFRASTRUCTURE DEVELOPMENT AND SECURITY AGREEMENT
PLAT 4**

Date: September 14, 2017

Developer Name: Nursery Heights Development Group, LLC

Address: 4721 Valhalla Ct.
Columbia, MO 65203

Development: Nursery Heights Plat (4)
Name of Subdivision

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

In consideration of the performance by each party of their respective obligations described in this agreement and in the Nursery Heights Development Agreement with County signed on Jan. 12, 2017 by Jeff Hemme on behalf of Developer, the parties agree to the following:

1. **Background and Purpose of Agreement** – Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 of the Subdivision Regulations of Boone County, Missouri and/or section 2.12 of the Roadway Regulations of Boone County, Missouri in order to permit Developer to obtain final approval of the subdivision plat for the development described above, and to assure County of final completion of required public infrastructure and improvements within publicly dedicated road right-of-way to be accepted by county for maintenance. By entering this agreement, the Developer is agreeing to complete improvements described below in accordance with County Regulations and specifications, and with that Nursery Heights Development Agreement, and provide to County with financial security in the event the Developer fails to complete such improvements within the time and in the manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with published Boone County Roadway Regulations and related specifications contained within the regulations now in effect:

Concrete Sidewalk (172.9' long x 5' wide x 4" thick) along the street frontage of Lot 401 as shown on the attached Exhibit 'A'.

3. **Time for Completion** – The Developer agrees to complete the improvements described in paragraph 2 to County’s satisfaction no later than the 17 th day of November, 2017, so that all such improvements pass County inspection and are accepted by County as of this date.

4. **Security for Performance** - To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide County with security in the amount of \$4,981.25 upon execution of this agreement, which County may use and apply for completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of _____ months/years.
- Corporate surety bond issued to Boone County, Missouri.

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment, as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. In the event Developer fulfills its obligations in the time and manner required by this agreement, then any cash deposit provided as security shall be refunded to Developer within 30 days of completion and acceptance of improvements by County. If security is in the form of Certificate of Deposit and improvement required under this agreement are accepted by County, then such Certificate of Deposit shall be redeemed at maturity and the principal amount thereof shall be paid to Developer within 30 days of redemption. Interest earned on any Certificate of Deposit shall be retained by County as reimbursement of administrative costs incurred by County in fulfilling its obligations under this agreement.

6. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

7. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices.

IN WITNESS WHEREOF the Developer and the County have executed this agreement to be effective on the day and year first above written.

Developer:

Boone County, Missouri, through its
Resource Management Department,

By: 

Jeff Hemme, Manager

By: 

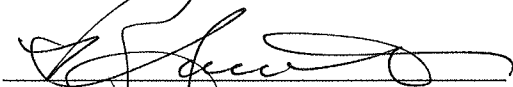
Jeff McCann, P.E.
Chief Engineer

Approved:



Stan Shawver
Director of Resource Management

Form Approved:

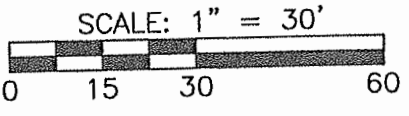
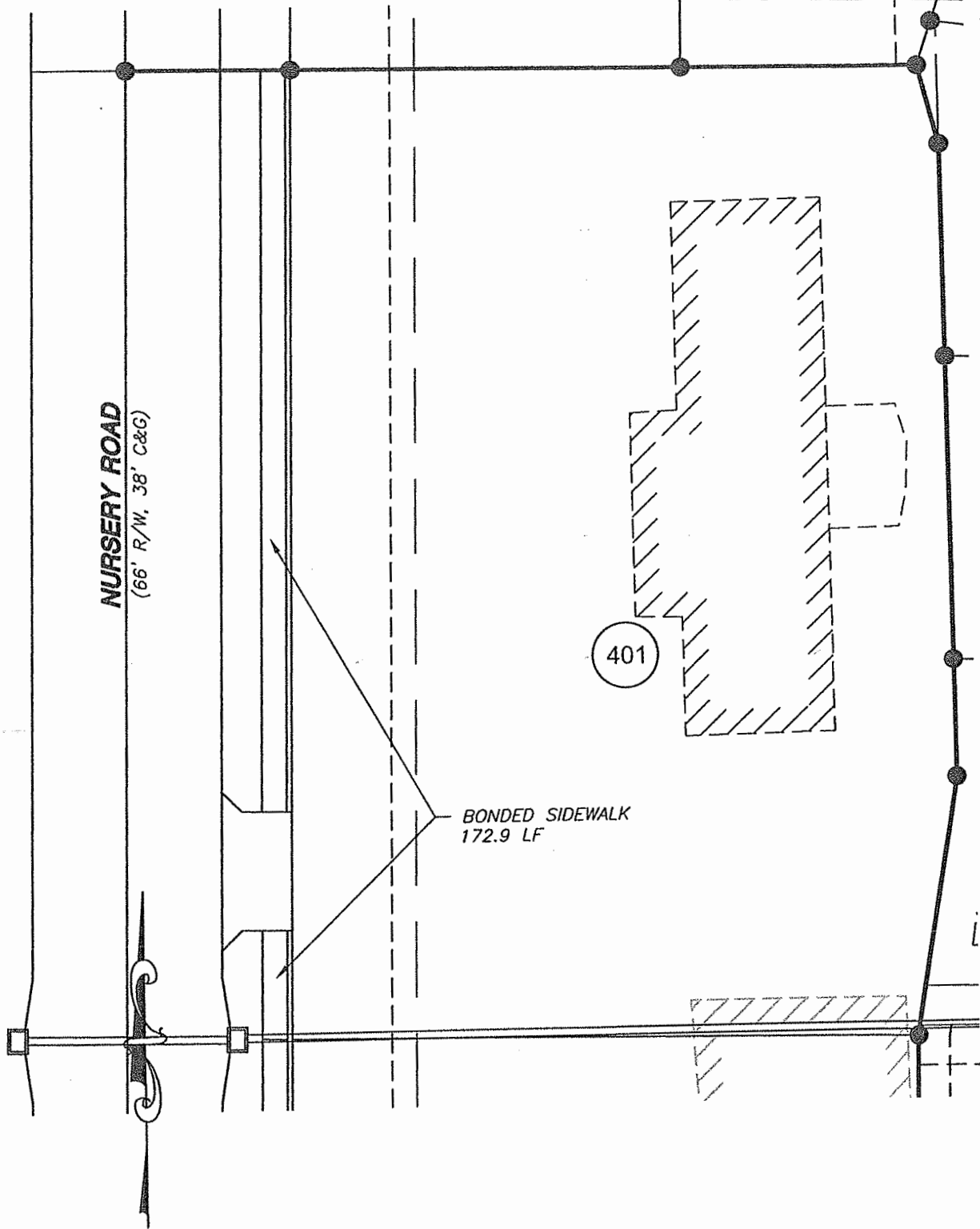


C.J. Dykhouse
County Counselor

Exhibit A

PLAT 4
LOT 401

X:\Project\NHDG - Nursery Heights Dev Group\NURSERY HEIGHTS\DRAWINGS\PLAT 2\NHDG16-10 Roads 2-3.dwg EXHIBITS



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

October Session of the October Adjourned

Term. 20 17

In the County Commission of said county, on the 3rd day of October 20 17

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the Presiding Commissioner to sign them:

Turkey Creek Estates Plat 2-A. S15-T47N-R12W. A-1P. Henry J. Waters III, owner. David T. Butcher, surveyor.

Smith Estate. S23-T50N-R14W. A-2. Rex and Juanita Smith, owners. David W. Borden, surveyor.

Nursery Heights Plat 1, 2, 3 and 4. S9-T47N-R13W. R-S. Nursery Heights Development Group LLC, owner. Jay Gebhardt, surveyor.

Done this 3rd day of October, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

October Session of the October Adjourned

Term. 20 17

STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 3rd day of October 20 17

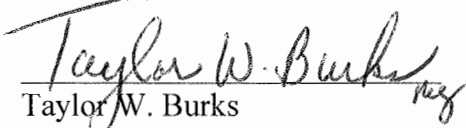
the following, among other proceedings, were had, viz:

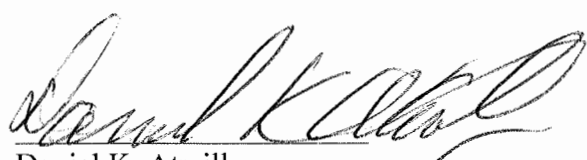
Now on this day the County Commission of the County of Boone does hereby receive and accept the following roadways, within Nursery Heights Plats 1, 2,3, and 4, as described in the attached New Roadway Construction Final Inspection report, as county roadways and assumes maintenance for the driving surface from the date of this order forward:

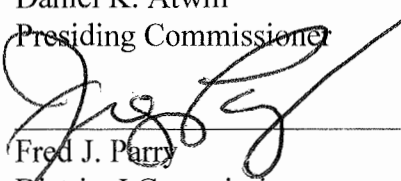
- Nursery Road
- Nursery Court
- Snapdragon Drive
- Posey Lane
- Sapling Court
- Lavender Drive
- Perennial Court
- Campus Drive

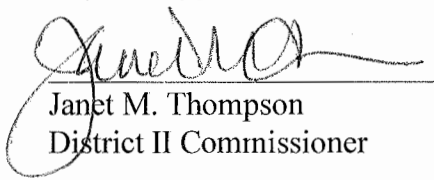
Done this 3rd day of October, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 * INSPECTION (573) 886-4339 * ENGINEERING (573) 886-4480

FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

MEMO

DATE: September 22, 2017

TO: Boone County Commission

FROM: Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *Jm*

RE: Recommendation for Roadway Acceptance
Nursery Heights Subdivision – Plats 1, 2, 3 and 4

Commissioners,

Attached for your consideration for roadway maintenance acceptance are the New Roadway Construction Final Reports for the following roads within Nursery Heights Plats 1, 2, 3 and 4:

- Nursery Road
- Nursery Court
- Snapdragon Drive (Sta. 0+00.00 to 1+11.87)
- Posey Lane
- Sapling Court
- Lavender Drive (Sta. 0+86.76 to 10+09.00)
- Perennial Court
- Campus Drive

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9/15/17

Date letter requesting acceptance received: 9/11/17

Development Name: Nursery Heights Plats 1,2+4

Roadway Name: Nursery Road Sheet 1 of 8

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete w/Integral Curb

Roadway Width 38' B-B
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A

Type of Material N/A

Length of Roadway 1,328'

ROW Width 66'

Cul-de-sac Surface Temporary Gravel

Radius 38'

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jell McCam
Chief Engineer's Signature

9/22/17
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9/15/17

Date letter requesting acceptance received: 9/1/17

Development Name: Nursery Heights Plat 1

Roadway Name: Nursery Court Sheet 2 of 8
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete w/Integral Curb

Roadway Width 32' B-B
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A

Type of Material N/A

Length of Roadway 380'

ROW Width 50'

Cul-de-sac Surface Concrete

Radius 40'

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jill McCann
Chief Engineer's Signature

9/22/17
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9/15/17

Date letter requesting acceptance received: 9/1/17

Development Name: Nursery Heights Plat 2

Roadway Name: Snapdragon Drive Sheet 3 of 8
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete w/Integral Curb

Roadway Width 32' B-B
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A

Type of Material N/A

Length of Roadway 111'

ROW Width 50'

Cul-de-sac Surface N/A

Radius N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: Roadway station at end of Plat 2 is 1+11.87

Jell McCann
Chief Engineer's Signature

9/22/17
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9/15/17

Date letter requesting acceptance received: 9/1/17

Development Name: Nursery Heights Plats 2+3

Roadway Name: Posey Lane Sheet 4 of 8
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete w/Integral Curb

Roadway Width 32' B-B
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A

Type of Material N/A

Length of Roadway 1,203'

ROW Width 50'

Cul-de-sac Surface N/A

Radius N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jell McCann
Chief Engineer's Signature

9/22/17
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9/15/17

Date letter requesting acceptance received: 9/1/17

Development Name: Nursery Heights Plat 2

Roadway Name: Sapling Court Sheet 5 of 8
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete w/Integral Curb

Roadway Width 32' B-B
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A

Type of Material N/A

Length of Roadway 241'

ROW Width 50'

Cul-de-sac Surface Concrete

Radius 40'

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jill McEam
Chief Engineer's Signature

9/22/17
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9/15/17

Date letter requesting acceptance received: 9/1/17

Development Name: Nursery Heights Plat 3

Roadway Name: Lavender Drive Sheet 6 of 8
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete w/Integral Curb

Roadway Width 32' B-B
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A

Type of Material N/A

Length of Roadway 922'

ROW Width 50'

Cul-de-sac Surface Concrete

Radius 38'

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: Roadway station at end of Plat 3 is 0+86.76

Jill McCam
Chief Engineer's Signature

9/22/17
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9/15/17

Date letter requesting acceptance received: 9/1/17

Development Name: Nursery Heights Plat 3

Roadway Name: Perennial Court Sheet 7 of 8
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete w/Integral Curb

Roadway Width 32' B-B
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A

Type of Material N/A

Length of Roadway 363'

ROW Width 50'

Cul-de-sac Surface Concrete

Radius 40'

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jell McCann
Chief Engineer's Signature

9/22/17
Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9/15/17

Date letter requesting acceptance received: 9/1/17

Development Name: Nursery Heights Plat 3

Roadway Name: Campus Drive Sheet 8 of 8
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete w/Integral Curb

Roadway Width 32' B-B
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A

Type of Material N/A

Length of Roadway 150'

ROW Width 50'

Cul-de-sac Surface N/A

Radius N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jell McCann
Chief Engineer's Signature

9/22/17
Date

CERTIFIED COPY OF ORDER

October Session of the October Adjourned

Term. 20 17

STATE OF MISSOURI

} ea.

County of Boone

In the County Commission of said county, on the

3rd

day of

October

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve applications for the Adopt-a-Road Program for the following sections of roadway:

OLDEN ROAD – From Intersection with McQuitty Lane to Intersection with Benedict Road (approx. 1 mile). Adopted to honor ROSCOE & LUCRETA OLDEN by Brenda & Mark Rowland

ROWLAND ROAD – From Intersection with Olden Road to Intersection with State Route E (approx. ½ mile) Adopted to honor NEWT & BEULAH ROWLAND by Brenda & Mark Rowland

Done this 3rd day of October, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Public Works
Adopt-A-Road Application & Information Sheet

Road Name: Olden Rd

Agreement
Renewal Date: _____
(to be completed by BCPW)

Starting Point: Olden Rd

Ending Point: Benedict Rd and Olden Rd

Adopt-A-Road Sign Requested: YES NO

Organization Name: ~~Roscoe~~ Roscoe Lucretia Olden *marks Grandparent*
(As you wish for it to appear on the Adopt-A-Road Sign, if requested)

Contact Person: Brenda Rowland Title: _____

Address: 10501 N. Olden Rd city: Harrisburg Zip: 65256

Phone #1: ⁵⁷³ 819-0858 Phone #2: _____ FAX: _____ Email Address: ibroln2@AOL.com

Please Indicate Preferred Method of Contact: Email Telephone FAX ~~U.S. Postal~~

Alternate Contact Person: Mark Rowland Title: _____

Address: Same City: _____ Zip: _____

Phone #1: ⁵⁷³ 864-5851 Phone #2: _____ FAX: _____ Email Address: _____

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Participants must agree to follow these guidelines at all times:

DO

- Wear a safety vest
- Be aware of oncoming traffic
- Be cautious when crossing roadways
- Stay clear of construction projects, mowing operations and maintenance activities
- Work only during daylight hours
- Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

DO NOT

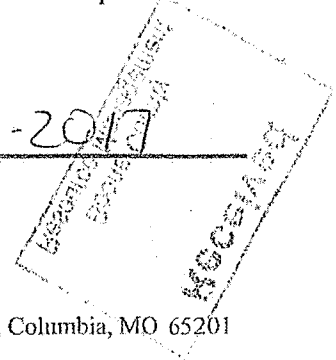
- Work during bad weather, extreme temperatures and peak travel times
- Participate in horseplay or activity that might distract drivers
- Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Public Works or Boone County Sheriff.
- Trespass on private property.

Brenda Rowland

9-12-2017

Signature (Contact Person)

Date



Boone County Public Works
Adopt-A-Road Application & Information Sheet

Road Name: Rowland

Agreement
Renewal Date: _____
(to be completed by BCPW)

Starting Point: RTe + Rowland

Ending Point: Olden Rd + Rowland

Adopt-A-Road Sign Requested: YES NO

Organization Name: New + and Beulah Rowland
(As you wish for it to appear on the Adopt-A-Road Sign, if requested)

*all of Rowland Rd
marks Grand
Pavement*

Contact Person: Brenda Rowland Title: _____

Address: 10501 N. Olden Rd City: Harrisburg Zip: MO

Phone # 1: 573 819-0858 Phone # 2: _____ FAX: _____ Email Address: _____

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Alternate Contact Person: Mark Rowland Title: _____

Address: 10501 N. Olden Rd City: Harrisburg Zip: 65256

Phone # 1: 573 864-5851 Phone # 2: _____ FAX: _____ Email Address: _____

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Participants must agree to follow these guidelines at all times:

DO

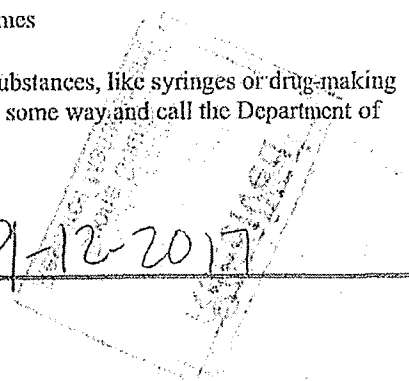
- o Wear a safety vest
- o Be aware of oncoming traffic
- o Be cautious when crossing roadways
- o Stay clear of construction projects, mowing operations and maintenance activities
- o Work only during daylight hours
- o Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

DO NOT

- o Work during bad weather, extreme temperatures and peak travel times
- o Participate in horseplay or activity that might distract drivers
- o Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Public Works or Boone County Sheriff.
- o Trespass on private property.

Brenda Rowland
Signature (Contact Person)

9-12-2017
Date



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

3rd

day of

October

20

17

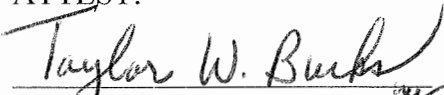
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the County Clerk to dispose of the attached list of cell phones, pagers, and printer pager receivers by auction on GovDeals through the Purchasing Department.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal form.

Done this 3rd day of October, 2017

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: September 19, 2017

The Boone County Clerk requests permission to dispose of cell phones by donating to *Cell Phones for Soldiers*.

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	No Tags	Cell phones	Nokia model 2610 (qty. 39); Nokia model 6010 (qty. 79); Nokia model 6030 (qty. 29)	Clerk	Used, but working	
2.	No Tags	Pagers	TriStar and Midstar (19 total)	Clerk	Used, but working	
3.	No Tags	Printer Pager Receivers	Daviscomms	Clerk	Used, but working	

cc: Heather Acton, Auditor Dept.
Taylor Burks, Clerk
Surplus File

A handwritten signature in cursive script, likely belonging to David Eagle.

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5/4/2017

Fixed Asset Tag Number: NONE

Description of Asset: Nokia cell phones. Models 2610, 6010, 6030; TriStar & Midwest paging branded Motorola Alpha-numeric pagers, Daviscomms printer pager receivers.

2610 = QTY 39; 6010 = QTY 79; 6030 = QTY 29

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: ~~Nokia cell phones and alpha-numeric pagers may be sold if market exists. Don't know about printer pager receivers.~~

Other Information (Serial number, etc.):
Clerk requesting donation to "Cell Phones for Soldiers"

Condition of Asset: Used but working

RECEIVED

Reason for Disposition: Replaced or no longer in use.

SEP 15 2017

Location of Asset and Desired Date for Removal to Storage: Voter Registration office

BOONE COUNTY AUDITOR

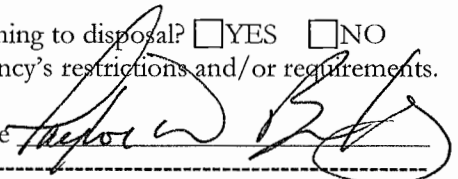
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 Voter Registration

Signature



To be Completed by: AUDITOR NO DATA

Original Acquisition Date _____

G/L Account for Proceeds 1190-3836 NA

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

Other Explain Donate to "Cell Phones for Soldiers" - com

sell pagers & recams on Gov DEALS

Commission Order Number 446-2017

Date Approved 10-3-17

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

3rd

day of October

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by Centralia Parents as Teachers for October 6, 2017 from 10:00 a.m. to 11:45 a.m.

Done this 3rd day of October, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Centralia Parents as Teachers

Address: 510 S. Collins

City: Centralia State: MO ZIP Code: 65255

Phone: 573-682-2014 Website: _____

Individual Requesting Use: Cristina Heet Position in Organization: PAT Coordinator

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic lend n learn

Event: Discovery Zone family event

Description of Use (ex. Speaker, meeting, reception): family event

Date(s) of Use: 10.6.17

Start Time of Setup: 10:00 AM/PM Start Time of Event: 10:30 AM/PM

End Time of Event: 11:30 AM/PM End Time of Cleanup: 11:45 AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Cristina Heet Coordinator

Phone Number: 573-682-2014 Date of Application: 10.2.17

Email Address: Cristina.heet@catnet.gen.mo.us

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Taylor W. Burk
County Clerk

BOONE COUNTY, MISSOURI

Roger B. Wilson
County Commissioner

DATE: 10-3-17