

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the

30<sup>th</sup>

day of

August

20

12

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

Now on this day the County Commission of the County of Boone does hereby accept the Title II Formula Grant award from the Department of Public Safety for the Juvenile Justice Center in the amount of \$16,845.00.

Done this 30<sup>th</sup> day of August, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**BOONE COUNTY JUVENILE JUSTICE CENTER**  
**Memorandum**

**MEMO TO:** CJ Dykhouse, Counsel

**FROM:** Ann Schnell

**DATE:** August 13, 2012

**IN RE:** Department of Public Safety Title II Formula Grant Program for  
October 1, 2012 – September 30, 2013

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Attached are two originals of the Department of Public Safety Juvenile Accountability Block Grant Award of Contract and Special Conditions for October 1, 2012 – September 30, 2013 for your review and approval.

Marcia Hazelhorst will be appearing before the County Commission on August 30, 2012.

Please forward the approved contracts to Cameron in the County Clerk's Office.

Thank you for your assistance in this matter.

:as 8/13/12



**Missouri Department of Public Safety  
Office of the Director**

**PO Box 749  
Jefferson City, MO 65102  
573/751-4905  
www.dps.mo.gov**

**AWARD OF CONTRACT**

Contractor Name: <b>Boone County, 13th Circuit-Juvenile Division</b>		
Project Title: <b>Boone County-Accountability Programs and Services</b>		
Contract Period: FROM: 10/01/12      TO: 09/30/13	State Funds Awarded: \$16,845.00	Contract Number: 2011-JABG-LG-0001

Award is hereby made in the amount and for the period shown above to the above mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

Authorized Official Signature:

*[Handwritten Signature]*  
Mr. Dan Atwill \_\_\_\_\_ Date

**APPROVED AS  
TO LEGAL FORM**  
*[Handwritten Signature]*  
DATE: *8/16/12*

Project Director Signature:

*[Handwritten Signature]* \_\_\_\_\_ *8/30/12*  
Ms. Marcia Hazelhorst Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the director of the Department of Public Safety.

\_\_\_\_\_  
Director, Missouri Department of Public Safety

\_\_\_\_\_  
Award Date



The Missouri Department of Public Safety, Office of the Director  
Juvenile Justice Program Certified Assurances  
JABG Program

<b>Contractor Name:</b>	<b>Boone County, 13th Circuit-Juvenile Division</b>	<b>Contract Number:</b>	<b>2011-JABG-LG-0001</b>
<b>Project Title:</b>	<b>Boone County-Accountability Programs and Services</b>		

In addition to the general terms contained in the *JABG Application Packet, (Funding Opportunity Guidelines)* the Applicant is also conditioned upon and subject to compliance with the following assurances:

1. The Applicant assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the **Juvenile Accountability Incentive Block Grant ACT of 1997**, as established by Public Law 105-119 and Title III of House Resolution 3, in 2004 renamed the **Juvenile Accountability Block Grant**; the **DPS Financial and Administrative Guide**; the current edition of the **Office of Justice Programs Financial Guide**; the current **JABG Grant Application Packet**; and all other applicable federal laws, orders, circulars, or regulations.
2. **Availability of Appropriated Funds:** The Applicant understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
3. **Evaluation:** The Applicant agrees to maintain the programmatic and financial records necessary to evaluate the effectiveness of the program.
4. **Reporting:** The Applicant agrees to submit monthly expenditure and performance reports to the Department of Public Safety by the 10<sup>th</sup> of each month. Additionally, the Applicant agrees to submit a year-end report summarizing the total annual outputs and outcomes. This year-end report must provide a comparison between the program's expected and actual progress toward meeting the stated goal and performance measurement targets. Furthermore, the Applicant agrees to submit the appropriate records in a timely manner as required in the **DPS Financial and Administrative Guide**.
5. **Administration:** The Applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the **Office of Justice Programs Financial Guide** and the current **JABG Application**. The Applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
6. **Personnel:** The Applicant assures that time/attendance records shall support any personnel costs and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved. These records must clearly show the hours worked and time spent specifically on this grant project. Job descriptions will also be maintained. Payroll records and time sheets shall be made available during monitoring visits.
7. **Travel/Training:** The Applicant agrees to follow the state of Missouri Travel Policies as set forth by the Office of Administration or those policies of the Applicant Agency; whichever is most restrictive. Applicant further agrees that expenditures for travel shall be supported and documented by signed travel vouchers. Lodging, transportation, and itemized meal receipts must be provided. Incidentals are not eligible for grant reimbursement. The Applicant is responsible for ensuring that travel is completed in the most cost effective means. Travel costs may be reimbursed only after travel has been completed. Reimbursement of conference registration fees will not be provided until the conference has taken place. No indirect costs will be allowed. Approval must be obtained from the Missouri Department of Public Safety, Office of the Director, prior to attending any training/travel that is not specifically outlined in the approved budget. *Refer to the DPS Financial and Administrative Guide for more information regarding allowable travel costs and rates.*
8. **Supplies/Operating Expenses:** The Applicant assures that expenditures for supplies and operating expenses shall be in accordance with the approved budget. Documentation, in the form of paid bills and vouchers, shall be provided to support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved. The titles of films, brochures, curricula and other "miscellaneous items", not specifically outlined in the approved budget, shall be submitted to the Missouri Department of Public Safety, Office of the Director, for approval **prior** to purchase.

9. **Contractual Services:** The Applicant assures that the following general requirements will be followed when subcontracting for work or services contained in the proposal:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided, which shall not exceed the length of the grant period.
  - b. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. Rates exceeding \$450 (excluding travel and subsistence costs) per day requires written, prior approval from the U.S. Department of Justice. An 8-hour day may include preparation, evaluation, and travel time mat be included in calculating the day(s) for which a consultant mat receive compensation.
  - c. A copy of all written contracts for contractual or consultant services shall be forwarded to the Missouri Department of Public Safety, Office of the Director, upon ratification.
  - d. Payments shall be supported by statements documenting the services rendered and the period covered.
  - e. Any contract or agreement for service(s) of \$3,000 or more, which is not entered into as a result of a competitive bid process (or if only one bid is received), shall receive prior approval from the Missouri Department of Public Safety, Office of the Director.
10. **Equipment:** Expenditures for equipment shall be in accordance with the approved budget. All items of equipment shall be assigned an inventory number and be readily identifiable as being purchased with JABG funds administered by the Missouri Department of Public Safety, Office of the Director. Applicant is responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records. The Applicant shall use and manage equipment in accordance with its procedures as long as the equipment is used for juvenile justice purposes. *See the DPS Administrative Guide section on Disposition of Personal, Non-Expendable Property.*
11. **Renovation/Construction:** The Applicant assures that it shall comply, and all its subcontractors shall comply with the provisions of the Office of Justice Programs Office of the Comptroller Financial Guide. Applicant further acknowledges that all construction/renovation projects require a local government match of which the federal award cannot exceed 50% of the total project cost and is matched on a dollar-for-dollar basis.
12. **Interest:** The Applicant assures that federal funds will not be used to pay interest or any other financial costs. The Applicant shall refund any interest earned on federal funds to the Missouri Department of Public Safety, Office of the Director.
13. **Non-Supplanting:** The Applicant assures that federal funds awarded will be used to supplement (add to) existing funds and not substitute or replace local or state funds that have been appropriated or would otherwise be spent for the same purpose. The Missouri Department of Public Safety, Office of the Director, may take corrective action as it deems necessary. Suspension of federal and/or state funds, suspension or debarment from federal and/or state grants, recoupment of monies provided under this grant, and civil and/or other criminal penalties may be imposed. Potential supplanting will be the subject of monitoring and an audit.
14. **Auditing:** The Applicant agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues that may be identified by from OMB Circular A-133 audits (and any other audits of Office of Justice Programs grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the Office of Justice Programs Financial Guide, Chapter 19. The Applicant further agrees to provide an annual audit of their organization, if required, in accordance with the provision of the Office of Management and Budget Circulars applicable to their organization.
15. **Fiscal Procedures:** The Applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract. These records will clearly delineate other sources of revenue that may be utilized for this project and/or by this agency.
16. **Documentation:** The Applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues and in response to requests from the U.S. Department of Justice.



**The Missouri Department of Public Safety, Office of the Director  
Juvenile Justice Program Certified Assurances  
JABG Program**

17. **POST Certification:** If the Applicant is a law enforcement agency, the Applicant assures that the agency is in compliance with Sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2, states "any law enforcement agency which employs a peace officer who is not certified as required by Sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety, or criminal justice purposes."
18. **UCR and Racial Profiling:** If the Applicant is a law enforcement agency, the applicant assures that the agency is in compliance with the provisions of Section 43.505, RSMo, relating to uniform crime reporting and Section 590.650, RSMO, relating to racial profiling.
19. **Media:** – When discussing the JABG Grant Program in print or electronic media, the subgrantee agrees to include an acknowledgement of the funding source similar to the following:

"This project was supported by funding made available through the Juvenile Accountability Block Grant Program contained in the Juvenile Justice and Delinquency Prevention Act administered by the Office of Juvenile Justice and Delinquency Prevention; the Missouri Department of Public Safety, Office of the Director; and the Missouri Juvenile Justice Advisory Group."
20. **Anti-Lobbying:** The Applicant agrees to comply with the Anti-Lobbying Act (18 USC Section 1913) as amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 USC Section 1352. The Applicant further agrees to comply with any state anti-lobbying laws and guidelines.
21. **Debarment, Suspension, and Other Responsibility Matters (direct recipient):** The Applicant agrees to comply with all provisions as required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. Applicant further agrees to comply with any debarment, suspension, and other responsibility matters contained in states laws and guidelines.
22. **Non-Profit Organizations:** All nonprofit subrecipients of formula funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c)(3) status recognized by the Internal Revenue Service. The nonprofit Applicant certifies its 501(c)(3) status is recognized by the Internal Revenue Service and the Missouri Secretary of State and is in good standing.
23. **For-Profit Organizations:** Commercial organizations agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Furthermore, commercial organizations agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.
24. **Government Performance and Results Act (GPRA):** The Applicant agrees to collect data (on a quarterly, semi-annual, or annual basis, as requested) appropriate for facilitating reporting requirements established by Public Law 103-62 for the Government Performance and Results Act. The Applicant ensures that valid and auditable source documentation is available to support all data collected for each performance measure specified in the program solicitation.
25. **Right in Intellectual Property:** The Applicant understands that the Department of Justice reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of federal funds. See 28 CFR Sections 66.34, 70.36, and 37 CFR Part 401.
26. **Department of Justice Information Technology Standards:** The Applicant agrees that, as appropriate, all equipment and software developed under this project will comply with Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the Office of Justice Programs Standards Clearinghouse.

27. **Federal Funding Accountability and Transparency Act (FFATA) of 2006:** The Applicant agrees to comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006.
28. **Drug-Free Workplace (Grantees other than Individuals):** The Applicant agrees to comply with provisions, as required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.
29. **Drug-Free Workplace (Grantees who are Individuals):** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620
- a. As a condition of the grant, I certify that I or any employee of this agency will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
  - b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I or any employee of this agency will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

and

Missouri Department of Public Safety  
Office of the Director  
Juvenile Justice Unit  
P.O. Box 749  
Jefferson City, MO 65102-0749

30. **Federal Standard Assurances:** The Applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-110, A-122, A-133 which may be found in 2 CFR, Parts 215-230 and OMB Circular A-102; E.O. 12372; and Uniform Administrative Requirements for Grants and Cooperative Agreements, 28 CFR, Part 66, Common Rule, that govern the application, acceptance, and use of federal funds for this federally-assisted project. The Applicant assures and certifies that:
- a. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
  - b. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
  - c. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
  - d. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR Parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR Section 175.15(b).
  - e. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 USC Section 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 USC Section 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 USC Section 4321).
  - f. If a governmental entity,
    - 1) It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC Section 4601 et seq.), which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and
    - 2) It will comply with requirements of 5 USC Sections 1501-08 and Sections 7324-28, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
31. **Controlled Substance Testing Policy:** The Applicant assures they have in place and can provide an established policy for controlled substance testing of appropriate categories of juveniles within the juvenile justice system prior to accepting JABG



The Missouri Department of Public Safety, Office of the Director  
Juvenile Justice Program Certified Assurances  
JABG Program

funding. An official policy not to test at the local government level is a legitimate juvenile justice controlled substance testing policy. Said policy is a component of the JABG allocation application.

32. **Association of Community Organizations for Reform Now (ACORN):** The Applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of Office of Justice Programs.
33. **Confidentiality and Human Subjects Protection:** Applicant agrees to comply with the requirements of 28 CFR Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject to informed consent.
34. **Civil Rights Compliance:** Applicant will comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, or the Juvenile Justice and Delinquency Prevention Act. Collectively, these federal laws prohibit a recipient of Office of Justice Programs funding from discriminating either in *employment* (subject to the exemption for certain faith-based organizations discussed below; see "Funding to Faith-based Organizations") or in the *delivery of services or benefits* on the basis of race, color, national origin, sex, religion, or disability. In addition, Office of Justice Program recipients may not discriminate on the basis of age in the delivery of services or benefits.

Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English.

The Applicant will also comply, and will require any sub-grantees or contractors to comply, with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC Section 3789d); the Victims of Crime Act (42 USC Section 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC Section 5672(b)); the Civil Rights Act of 1964 (42 USC Section 2000d); the Rehabilitation Act of 1973 (29 USC Section 794); the Americans with Disabilities Act of 1990 (42 USC Section 12131-34); the Education Amendments of 1972 (20 USC Sections 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 USC Sections 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

35. **Faith-Based Organizations (FBO):** The Applicant agrees to comply with Executive Order 13279 which relates to the fair treatment of Faith Based Organizations (FBO's). The Executive Order and regulations also prohibit FBO's from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. *Please see the DPS Financial and Administrative Guide for more information.*
36. **Safe Streets Act:** The Applicant is aware that an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 USC Section 3789d(c), or other federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Opportunity Plan (EEO), 28 CFR Section 42.301-.308, and (2) submitting the OCR Findings and Discrimination (see 28 CFR Sections 42.205(5) or 31.202(5)).
37. **Suspension or Termination of Funding:** The Missouri Department of Public Safety, Office of the Director, reserves the right to suspend or terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, Office of the Director, become property of the state of Missouri. The contractor shall be entitled to receive just and equitable compensation for work completed prior to the effective date of termination.

38. **Criminal Penalty for False Statements:** The Applicant understands false statements or claims made in connection with any Office of Justice Programs grant may result in fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law.

The Applicant must promptly refer to the Department of Justice, Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG and DPS by mail at:

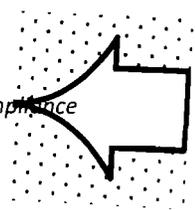
Office of Inspector General  
Office of Justice Programs                      and  
Investigations Division  
950 Pennsylvania Ave., N.W., Rm. 4706  
Washington, D.C. 20530

Missouri Department of Public Safety  
Office of the Director  
Juvenile Justice Unit  
P.O. Box 749  
Jefferson City, MO 65102-0749

39. **Contract Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety, Office of the Director, for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety, Office of the Director, shall have the right, at its sole discretion, to renew any such award of contract on a year to year basis. Should the Department of Public Safety, Office of the Director, exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety, Office of the Director, in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety, Office of the Director, will result in the forfeiture of such a renewal option.

Failure to comply with any of the foregoing certified assurances could result in

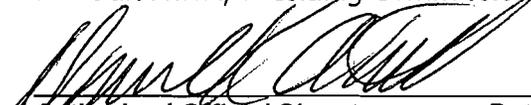
- a. Funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance or
- b. The immediate termination of the award of contract.

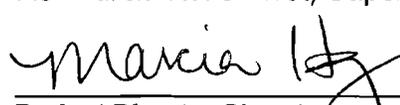


The applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the application packet, the DPS Financial and Administrative Guide, and the Office of Justice Programs Financial Guide.

Mr. Dan Atwill, Presiding Commissioner

Ms. Marcia Hazelhorst, Superintendent

  
\_\_\_\_\_  
Authorized Official Signature                      Date

  
\_\_\_\_\_  
Project Director Signature                      Date                      8/30/12

APPROVED AS  
TO LEGAL FORM  
  
DATE:  8/16/12

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 30<sup>th</sup> day of August 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between the Curators of the University of Missouri and Boone County, Missouri to provide assistance in providing safety and security. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

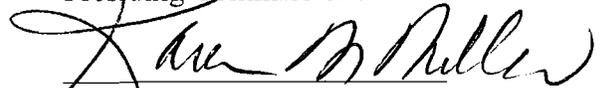
Done this 30<sup>th</sup> day of August, 2012.

ATTEST:

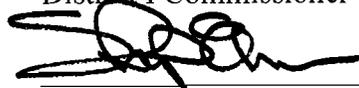
Wendy S. Noren  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

## AGREEMENT

THIS AGREEMENT is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its Police Department at the University of Missouri-Columbia (hereafter "University") and THE BOONE COUNTY SHERIFF'S DEPARTMENT (hereafter "County").

WITNESSETH:

WHEREAS, University is desirous of obtaining assistance in providing safety and security for the period from July 1, 2012 through June 30, 2013;

WHEREAS, County has the personnel and expertise to assist University in its efforts; and

WHEREAS, the parties deem it to their mutual benefit to set forth the terms of their agreement in writing;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. County will provide appropriately trained personnel and assistance as mutually agreed, when requested, during the period of July 1, 2012 through June 30, 2013.
2. University will consult with County in planning, scheduling and conducting the work to be performed pursuant to his agreement. University's representative for such purposes shall be Chief Jack Wating or his designee; County's representative shall be Sheriff Dwayne Carey or his designee.
3. University shall compensate County for services rendered pursuant to this agreement at the rate of \$45.00 per hour. County will invoice University of Missouri Police Department, 901 Virginia Ave., Columbia, MO 65211 for services rendered at the conclusion of each event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.
4. The parties mutually agree that:
  - a. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.
  - b. County acts as an independent contractor for purposes of this agreement, and shall not act as an agent for the University. Nor shall any individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever, including but not limited to, Social Security, Employment Compensation, Workers Compensation, or other insurance.



1202071A  
BOONE CTY SHERIFF'S DEPT  
SAFETY/SECURITY SVCS

c. University shall retain overall administrative and professional supervision of individuals rendering services pursuant to this agreement insofar as their presence affects the operations of University.

**IN WITNESS WHEREOF** the parties, through their duly authorized representatives, have executed this agreement effective as of the date of the last party to execute the same.

Executed by University this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Executed by Boone County this <sup>30</sup>~~27~~ day of August, 2012.

**CURATORS OF THE UNIVERSITY OF MISSOURI**

By: [Signature]

Title: Lisa J. Wimmenauer  
Assec. Director, Business Services

Printed Name: \_\_\_\_\_

**BOONE COUNTY**

By: [Signature]  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

[Signature]  
Wendy S. Noren, County Clerk

APPROVED - BCSD:

[Signature]  
Dwayne Carey, Boone County Sheriff

APPROVED AS TO LEGAL FORM:

[Signature]  
C.J. 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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature] 08/28/12  
June E. Pitchford, Auditor Date  
*No Encumbrance Required*

APPROVED AS TO LEGAL FORM  
[Signature] 8/14/12

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 30<sup>th</sup> day of August 20 12

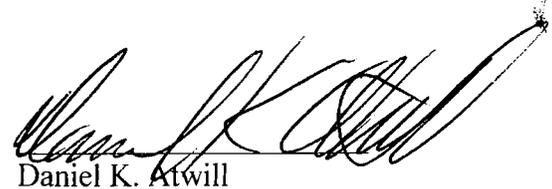
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between Columbia Public Schools and Boone County, Missouri for a \$168,383 Letter of Credit for St. Charles Road Improvements. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

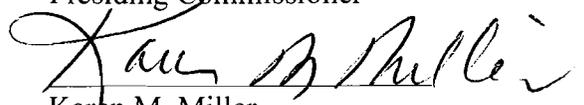
Done this 30<sup>th</sup> day of August, 2012.

ATTEST:

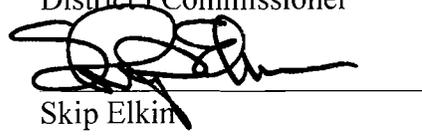
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**SECOND EXTENSION AGREEMENT**  
**\$168,383 Letter of Credit – St. Charles Road Improvements**

THIS AGREEMENT, effective July 12, 2012, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and the Columbia Public Schools, a political subdivision of the State of Missouri, herein “CPS” and Landmark Bank, herein “Landmark.”

WHEREAS, CPS is conducting a building project to construct a new high school building and associated facilities, the St. Charles Road Improvements relating to the Battle High School Project, herein “Project”; and

WHEREAS, CPS has undertaken certain necessary road improvements near the site of the Project; and

WHEREAS, Landmark has issued an Irrevocable Letter of Credit to County on behalf of CPS, dated January 13, 2011, in the amount of \$168,383.00 to secure stormwater improvements associated with the road improvements; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit; and

WHEREAS, the parties previously agreed to extend said Letter of Credit in an Extension Agreement dated August 31, 2011, approved in Commission Order 341-2011; and

WHEREAS, by the terms of that Extension Agreement, the current expiration date is September 1, 2012; and

WHEREAS, the parties wish to incorporate certain seeding maintenance requirements relating to the project into this Second Extension Agreement;

WHEREAS, the parties intend, through this Second Extension Agreement with seeding maintenance requirements, to extend the expiration date of said Letter of Credit to June 30, 2013.

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

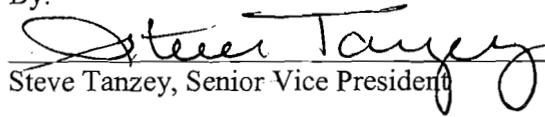
1. The Landmark Letter of Credit dated January 13, 2011, in the amount of \$168,383, along with the Extension Agreement dated August 31, 2011, approved by Boone County Commission Order 341-2011, is attached hereto and incorporated herein by reference.

2. The parties mutually agree to extend the subject Letter of Credit such that the new expiration date will be June 30, 2013.
3. In addition, the parties agree that the Letter of Credit shall secure the following maintenance requirements:
  - a. The seeded area shown on the attached Exhibit shall be maintained by CPS and/or CPS's Contractor as necessary to assure growth, such that adequate vegetative growth is in place by June 30, 2013. Before June 30, 2013, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, CPS and/or CPS's Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas CPS fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the CPS's Letter of Credit extended by this Second Extension Agreement.
4. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

**LANDMARK BANK**

By:

  
Steve Tanzey, Senior Vice President

**COLUMBIA PUBLIC SCHOOLS:**

By:

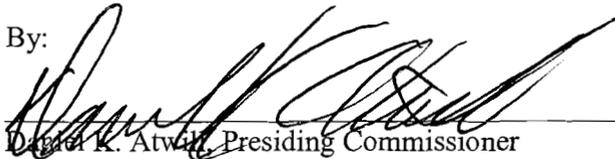
  
Nick Boren, Deputy Superintendent

  
Linda Quinley, CFO/Treasurer

**BOONE COUNTY:**

(Commission Order: 425-2012 )

By:

  
David K. Atwell, Presiding Commissioner

ATTEST:

  
Wendy S. Noren, County Clerk

APPROVED BY:

  
Stan Shawver, Director  
Boone County Resource Management

Approved as to legal form:

  
C.J. Dykhouse, County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 11

County of Boone

} ea.

In the County Commission of said county, on the

30<sup>th</sup>

day of August

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the Extension Agreement between Columbia Public Schools and Boone County, Missouri, and Landmark Bank to extend the expiration date of the Letter of Credit in the amount of \$168,383.00. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 30<sup>th</sup> day of August, 2011.

ATTEST:

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

Edward H. Robb  
Edward H. Robb  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner



## EXTENSION AGREEMENT

THIS AGREEMENT, effective August 31, 2011, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and the Columbia Public Schools, a political subdivision of the State of Missouri, herein "CPS" and Landmark Bank, herein "Landmark."

WHEREAS, CPS is conducting a building project to construct a new high school building and associated facilities, the Battle High School Project, herein "Project"; and

WHEREAS, CPS has undertaken certain necessary road improvements near the site of the Project; and

WHEREAS, Landmark has issued an Irrevocable Letter of Credit to County on behalf of CPS, dated January 13, 2011, in the amount of \$168,383.00 to secure stormwater improvements associated with the road improvements; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on September 1, 2011; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to September 1, 2012.

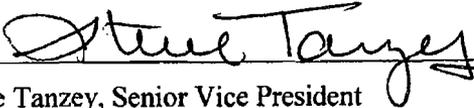
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Landmark Letter of Credit dated January 13, 2011, in the amount of \$168,383.00, with an expiration date of September 1, 2011, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the January 13, 2011 Letter of Credit such that the new expiration date will be September 1, 2012.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

**LANDMARK BANK**

By:

  
\_\_\_\_\_

Steve Tanzey, Senior Vice President

**COLUMBIA PUBLIC SCHOOLS:**

By:

  
\_\_\_\_\_

Linda Quinley, CFO/Treasurer

ATTEST:

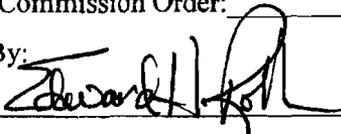
  
\_\_\_\_\_

Secretary

**BOONE COUNTY:**

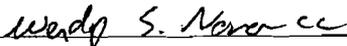
(Commission Order: \_\_\_\_\_)

By:

  
\_\_\_\_\_

Edward H. Robb, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_

Wendy S. Noren, County Clerk

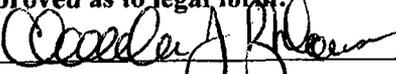
**APPROVED BY:**

  
\_\_\_\_\_

Stan Shawver, Director

Boone County Resource Management

Approved as to legal form:

  
\_\_\_\_\_

Charles J. Dykhouse, County Counselor

**COPY**



IRREVOCABLE LETTER OF CREDIT  
NO. 2100500186  
DATE: January 13, 2011

Amount: \$168,383.00

County of Boone  
Attn: Director, Planning and Building  
801 E Walnut St, Rm. 210  
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the Landmark Bank for the account of the Columbia Public School District located at 916 Bernadette Dr Columbia, MO 65203 up to an aggregate amount of \$168,383 available by your drafts at sight. Your drafts must be accompanied by your invoice to Columbia Public School District and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Landmark Bank Letter of Credit #2100500186 dated January 13,2011."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before September 1, 2011, provided further that upon such expiration, either at September 1, 2011, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended for successive, one-year periods upon presentation of an agreement to extend, executed by the Columbia Public Schools and the County of Boone, and presented to Landmark Bank within the 60-day period prior to September 1, 2011, and, if said extension request is so presented, the letter of credit will be extended through January 12<sup>th</sup> of the successive year.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

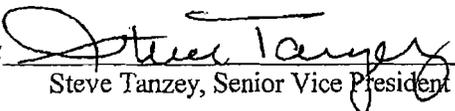
By:   
Steve Tanzey, Senior Vice President

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

January 13, 2011

Landmark Bank  
801 E. Broadway  
Columbia, Missouri 65201  
Attention: Steven Tanzey, Senior VP

Re: Landmark Bank Letter of Credit No.: 2100500186  
Dated: January 13, 2011  
In Favor of Boone County, Missouri on behalf of Columbia Public Schools

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Landmark Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 2100500186 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ \_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Planning & Building

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk  
Commission Order: \_\_\_\_\_

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

January 13, 2011

Landmark Bank  
801 E. Broadway  
Columbia, Missouri 65201  
Attention: Steven Tanzey, Senior VP

Re: Landmark Bank Letter of Credit No.: 2100500186  
Dated: January 13, 2011  
In Favor of Boone County, Missouri on behalf of Columbia Public Schools

Gentlemen:

This certificate authorizes reduction in the amount of \$ \_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Planning & Building

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

Commission Order: \_\_\_\_\_

OWNER:  
ST. CHARLES ROAD DEVELOPMENT LLC

OWNER:  
COLUMBIA PUBLIC SCHOOLS

OWNER:  
ST. CHARLES ROAD DEVELOPMENT LLC

0 120 240  
SCALE: 1" = 120'



PAYETTE DR

WHITewater DR

ST. CHARLES ROAD

FRANK STANTON DR

ORIE DRIVE

ST. CHARLES ROAD

EROSION CONTROL BOND COLLECTION - PERMIT # 121008  
NEW COLUMBIA HIGH SCHOOL AND  
ROADWAY AND DRAINAGE IMPROVEMENTS  
BOONE COUNTY, MISSOURI

Surveyed: N/A		Revised	
Drawn: ZNT		Engineering Surveys & Services 113 Fay Street Columbia, Missouri 573-440-2444	
Checked: DP		Sharon L. Lutz, P.E., Registered Professional Engineer, MISSOURI	
Scale: 1" = 120'	Date: JUNE 20, 2012	Job: 11533	Sheet: 1 of 1

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 30<sup>th</sup> day of August 20 12  
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the contract between the City of Hallsville and Boone County, Missouri for road and bridge improvement/repair. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 30<sup>th</sup> day of August, 2012.

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

Skip Elkin  
 Skip Elkin  
 District II Commissioner

**BOONE COUNTY & CITY OF HALLSVILLE  
ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT**

THIS AGREEMENT, dated this 36 day of August, 2012, 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 Hallsville**, a municipal corporation, herein "City".

WHEREAS, County and City have entered into a Cooperative Agreement, approved by Boone County Commission Order 317-2010, which addresses, among other things, the transfer of maintenance duties relating to Ricketts Road to City; and

WHEREAS, County and City have entered into a Cooperative Agreement, approved by Boone County Commission Order 462-2011, relating to the annual distribution of sales and property taxes for road and bridge improvements; and

WHEREAS, City has filed a reallocation of funding application with the County requesting to facilitate a final transition from the old "revenue sharing" road revenue distribution policies to the new policies and procedures set out in the Cooperative Agreement approved by Boone County Commission Order 462-2011; and

WHEREAS, County will make a one-time payment to City in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) to facilitate this final transition between polices and to allow City to complete its planned overlay project; 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. COUNTY AGREEMENTS:**

- a. County will pay to the City the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for use in the completion of the road improvement and/or repair project specified in the City's Application to fund overlay work on Wesley, Elizabeth, Meadow Lane & E. Brown streets within the City.

**2. CITY AGREEMENTS.**

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

3. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

4. **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.
5. **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.
6. **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.
7. **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.
8. **TERMINATION.** County may terminate this Agreement without payment in the event the project is abandoned, cancelled or is not fully funded for the fiscal year in which this agreement is entered. In addition, if construction work is not begun during construction season contemplated in the application materials, this Agreement shall automatically terminate and County shall have no further obligations hereunder unless a written extension agreement is entered into and duly-executed by both County and City.
9. **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.
10. **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.
11. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
12. **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.
13. **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:

*David K. [Signature]*  
Presiding Commissioner

Date: 8/30/12

ATTEST:

*Wendy S. Norance*  
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.)

*Janie E. Pitchford*      8/22/12  
County Auditor      Date  
2019-84260

**CITY OF HALLSVILLE**

By:

*Cheri J. Reisch*  
Mayor/Chairman/~~Other Authorized~~  
*Cheri T. Reisch*

Date: 8-17-12

ATTEST:

*Jody Herron*  
City Clerk *Jody Herron*

APPROVED AS TO FORM:

*Matt Uhrig*  
City Attorney *Matt Uhrig*

**Boone County Road & Bridge Project Reallocation Request**

**Date: June 15, 2012**

---

**Name of Entity: City of Hallsville**

---

**Project Name: Street Improvement Project**

---

**Explanation of the project and resulting improvement:**

**To overlay streets with wedging, undertake subgrade and 2" of overlay. This is to complete 2 past project applications that were not started and would lose the funds that had been applied for 2008 - \$65,000, 2009- \$60,000.**

---

**Total Estimated Cost of Project: \$128,037.00**

---

**Amount of allocation requested to Complete Project: \$125,000.00**

---

**Other Funding Sources Available: Balance to come from annual sales tax distribution.**

---

**Will the project be completely funded for the applicable fiscal year? X yes no**

**If no, please give a brief explanation: The proposed plan is to submit the project for bid immediately and complete by August of this year.**

**Entity contact Person, address, and day time phone:**

**City Administrator: Joe R. Smith, 202 E Hwy 124, Hallsville, Mo 65255 Ph# 573-696-3885**

**Please return to Boone County Resource Management, Attn: Kelly Westcott, 801 E Walnut St., Rm. 315, Columbia, Mo 65201 by January 31<sup>st</sup> to be considered for the next fiscal year's budget. Please attach any additional documentation, (maps, estimates, plans, etc) that will aid in the review of your application.**

**Please DO NOT send or drop-off to any other office or location as this may result in a delay of the review of your application. First consideration will be given to applications received by the deadline.**

	<b>Cost</b>	<b>Balance</b>
<b>Beginning Balance</b>		<b>\$163,842.99</b>
<b>Phase I</b>		
<b>Wesley</b>	<b>\$25,115.00</b>	<b>\$138,727.99</b>
<b>Elizabeth</b>	<b>\$42,263.00</b>	<b>\$96,464.99</b>
<b>Meadow Ln</b>	<b>\$51,284.00</b>	<b>\$45,180.99</b>
<b>E. Brown</b>	<b><u>\$ 9,375.04</u></b>	<b>\$35,805.95</b>
	<b>\$128,037.04</b>	

**PHASE 1 - STREET PROJECT BID SHEET**

Name of Street <u>E. Brown</u>	Length <u>306'</u>	Width <u>18'</u>
wedging $\frac{3}{4}$ " average @ \$10.00 LFT	Length <u>306'</u>	Cost <u>\$3,060</u>
Repair unstable & Subgrade 1 Sq Yd @ \$50 Sq Yd	<u>5</u>	Cost <u>\$250.00</u>
Striping \$2 Ln Ft	Length <u>na</u>	Cost
Joint Milling 30" @ \$10 Ln Ft Total	Length <u>30'</u>	Cost <u>\$300.00</u>
Joint Milling 18" @ \$5 Ln Ft Total	Length <u>30'</u>	Cost <u>\$150.00</u>
2" over lay 19"-22" width \$23Ln Ft	Length <u>na</u>	Cost
17"-18" width \$18.84 Ln Ft	Length <u>306'</u>	Cost <u>\$5,765.04</u>
14"-16" width \$16.72 Ln Ft	Length <u>na</u>	Cost
<b>Total Cost</b>		<b>\$9375.04</b>

NOTES: 1 manhole – 1 mill cut

**STREET PROJECT BID SHEET**

Name of Street <u>Wesley Ave.</u>	Length <u>680'</u>	Width <u>22'</u>
wedging $\frac{3}{4}$ " average @ \$10.00 LFT	Length <u>680'</u>	Cost <u>\$6,800</u>
Repair unstable & Subgrade 1 Sq Yd @ \$50 Sq Yd	<u>10</u>	Cost <u>\$500.00</u>
Striping \$2 Ln Ft	Length <u>na</u>	Cost
Joint Milling 30" @ \$10 Ln Ft Total	Length <u>60' 40' 45'</u>	Cost <u>\$1450</u>
Joint Milling 18" @ \$5 Ln Ft Total	Length <u>60' 40' 45'</u>	Cost <u>\$725</u>
2" over lay 19"-22" width \$23Ln Ft	Length <u>680'</u>	Cost <u>\$15,640</u>
17"-18" width \$18.84 Ln Ft	Length _____	Cost
14"-16" width \$16.72 Ln Ft	Length _____	Cost
<b>Total Cost</b>		<b>\$26,119.12</b>

NOTES: 3 mill cut and no man holes

**STREET PROJECT BID SHEET**

Name of Street	<u>Meadow Lane</u>	Length	<u>1508'</u>	Width	<u>21'</u>
wedging ¾" average @ \$10.00 LFT	Length	<u>1508'</u>	Cost	<u>\$15,080</u>	
Repair unstable & Subgrade 1 Sq Yd @ \$50 Sq Yd	<u>7</u>	Cost	<u>\$350.00</u>		
Striping \$2 Ln Ft	Length	<u>na</u>	Cost		
Joint Milling 30" @ \$10 Ln Ft Total	Length	<u>24' 43' 50'</u>	Cost	<u>\$1170.00</u>	
Joint Milling 18" @ \$5 Ln Ft Total	Length	<u>24' 43' 50'</u>	Cost	<u>\$585.00</u>	
2" over lay 19"-22" width \$23Ln Ft	Length	<u>1508'</u>	Cost	<u>\$34,684.00</u>	
17"-18" width \$18.84 Ln Ft	Length	<u>          </u>	Cost		
14"-16" width \$16.72 Ln Ft	Length	<u>          </u>	Cost		
		Total Cost		<b>\$51,284.00</b>	

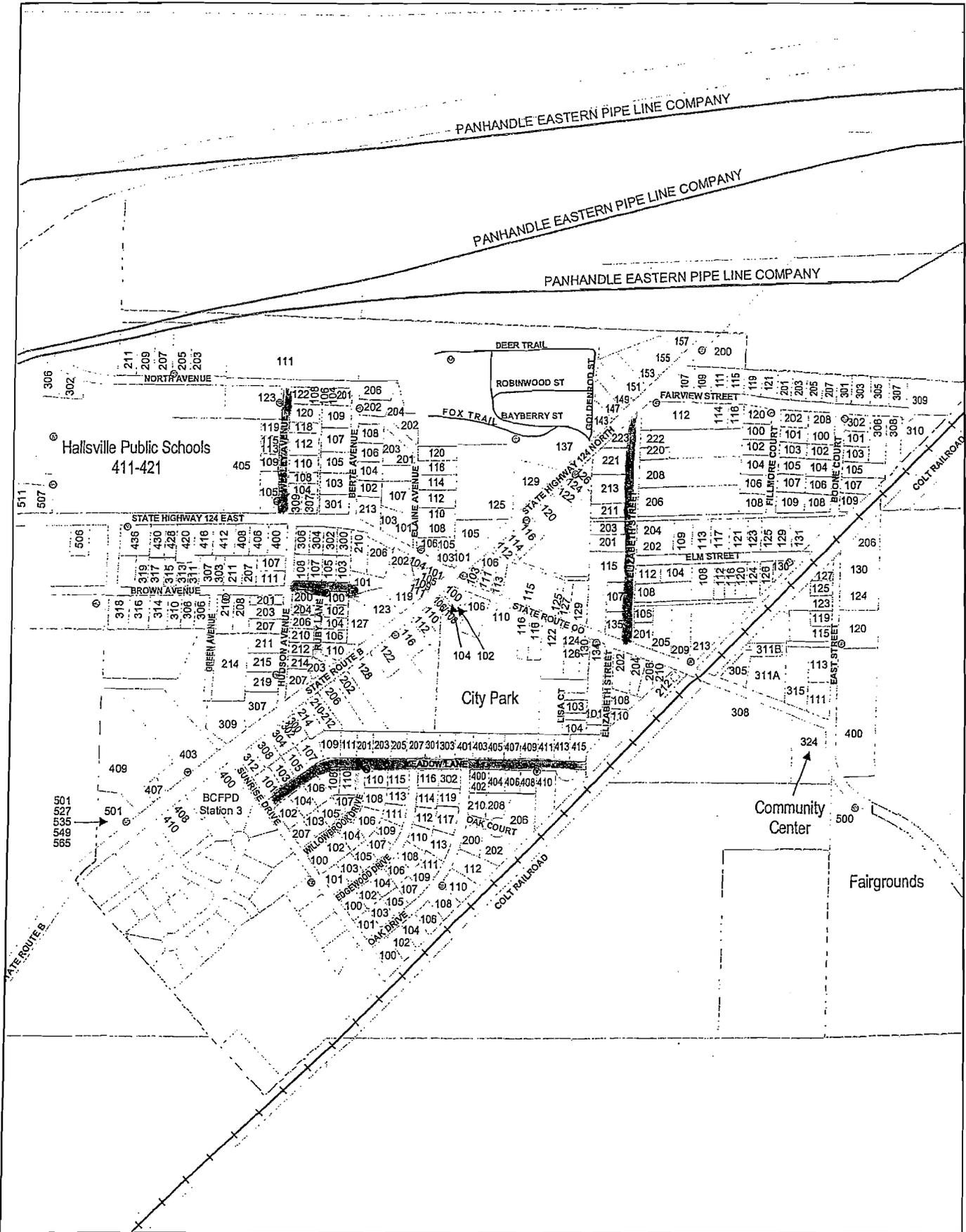
NOTES: 3 mill cuts, no manholes

**STREET PROJECT BID SHEET**

Name of Street	<u>Elizabeth St</u>	Length	<u>1221'</u>	Width	<u>20'</u>
wedging ¾" average @ \$10.00 LFT	Length	<u>1221'</u>	Cost	<u>\$12,210.00</u>	
Repair unstable & Subgrade 1 Sq Yd @ \$50 Sq Yd	<u>7</u>	Cost	<u>\$350.00</u>		
Striping \$2 Ln Ft	Length	<u>na</u>	Cost		
Joint Milling 30" @ \$10 Ln Ft Total	Length	<u>162'</u>	Cost	<u>\$1,620.00</u>	
Joint Milling 18" @ \$5 Ln Ft Total	Length	<u>44' 68' 50'</u>	Cost	<u>\$810.00</u>	
2" over lay 19"-22" width \$23Ln Ft	Length	<u>1221'</u>	Cost	<u>\$28,083</u>	
17"-18" width \$18.84 Ln Ft	Length	<u>          </u>	Cost		
14"-16" width \$16.72 Ln Ft	Length	<u>          </u>	Cost		
		Total Cost		<b>\$42,263.00</b>	

NOTES: 3 man holes, 3 mill cuts

	<b>Cost</b>	<b>Balance</b>
<b>Beginning Balance</b>		<b>\$35,805.95</b>
<b>Phase 2</b>		
<b>Ruby</b>	<b>\$13,258.00</b>	<b>\$22,547.95</b>
<b>Willowbrook</b>	<b>\$20,251.00</b>	<b>\$ 2,296.95</b>
<b>Wesley Parking Side for post office</b>	<b><u>\$ 1,103.52</u></b>	<b>\$ 1,193.43</b>
	<b>\$34,612.52</b>	



April 1, 2004

Hallsville - East

# CERTIFIED COPY OF ORDER

August Session of the July Adjourned

Term. 20 12

STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the 30<sup>th</sup> day of August 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the lease between Samuel Trapp, LLC and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 30<sup>th</sup> day of August, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

## LEASE AGREEMENT

This Lease Agreement is made this 30 day of August, 2012 by **Boone County, a political subdivision of the State of Missouri**, hereinafter "Lessor" or "Landlord", and **Samuel Trapp, LLC**, a Missouri limited liability company, hereinafter "Lessee" or "Tenant".

### WITNESSETH :

WHEREAS, Lessor is the owner of real estate and building located at 609 E. Walnut St., Columbia, Missouri 65201; and

WHEREAS, Lessee desires to lease said property for use as a law office; and

WHEREAS, Lessee's obligations under this lease are subject to a personal guaranty, which is attached hereto and incorporated into this lease as Exhibit "B"; and

WHEREAS, the parties desire to reduce and commit the terms and conditions of their lease agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties enter into the following Lease Agreement:

### ARTICLE 1 THE DEMISED PREMISES AND THE TERM

**Section 1.01 The Property Leased.** Lessor hereby leases to the Lessee and Lessee hereby leases from Lessor the property located at 609 E. Walnut, Columbia, Missouri, consisting of approximately 2,772 square feet. A diagram of the interior of the building is attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 1.02 The Demised Term** The Initial term is for a period of five (5) years, with possession to occur approximately four (4) months prior to the commencement of rental payments, all as set out more particularly herein.

### ARTICLE 2 RENT

**Section 2.01 Covenants** The Lessee covenants that it will pay, without relief from off set, the rental payments set forth herein for the Demised Premises to Lessor. Such rental payments shall be sent to Boone County c/o Boone County Treasurer, 801 E. Walnut, Room #205, Columbia, Missouri 65201, or such other place as Lessor may from time to time specify in writing, all as hereinafter provided. Rent shall be paid to Lessor on the first day of each month in advance. The first rental payment shall be made on January 1, 2013. If any installment of the fixed rental or other charge occurring under this lease shall be overdue for a period of five (5) days or more, a late charge of five percent (5%) or the amount due may be charged by the Lessor for the purpose of defraying the expenses incident to handling such delinquent payment. Lessee agrees that the rent called for herein is payable without notice or demand, both of which are expressly waived by Lessee.

**Section 2.02 Fixed Rent** For the Demised Term, Lessee shall pay to Lessor a fixed rental in equal monthly installments in the amount of Two Thousand Three Hundred Ten Dollars (\$2,310.00) per month. The first rental payment shall be made on January 1, 2013, which will be the start of the fifth (5<sup>th</sup>) month of the first lease year.

**Section 2.03 Lease Year** The term "lease year" will mean that time period from the 1<sup>st</sup> day of September, 2012, through August 31, 2013, and each succeeding 12-month period, for the term of the lease. The lease will expire on August 31, 2017.

**ARTICLE 3**  
**POSSESSION**

**Section 3.01 Possession** The Lessor shall be entitled to possession immediately upon acceptance of this Lease Agreement by the Boone County Commission, as evidenced by an appropriate Commission Order and the signature of the Presiding Commissioner and Boone County Clerk to this Lease Agreement.

**Section 3.02 Effect of Holding Over** If the Lessee remains in possession of the Demised Premises after the expiration of this Lease or any extension thereof, and without the execution of a new lease, it shall be deemed to be occupying the Demised Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to Lessee's obligations as a holdover tenant, but with the rent being due at two (2) times the monthly rate of the last month of the expired term, including both fixed and additional rent, and common area maintenance charges.

**Section 3.03 Condition of Occupancy** Upon request of the Lessor, Lessee shall certify to the Lessor or to any Mortgagee or purchaser of the Demised Premises whether this Lease is in full force and effect, whether all work has been satisfactorily completed, whether there are any defaults, offsets or counterclaims and such other facts as the Lessor may reasonably request.

**Section 3.04 Right to Mortgage** The Lessor reserves the right to subject and subordinate this Lease to the lien of any mortgage hereafter placed upon the Demised Premises and Lessee hereby agrees to execute any subordination agreements which may be required in connection with the negotiation or execution of any such mortgage.

**ARTICLE 4**  
**USE OF DEMISED PREMISES**

**Section 4.01 Lessee's Use** The Demised Premises shall be used and occupied by the Lessee for a legal office. Any other use of the Demised Premises is subject to Landlord's approval.

**Section 4.02 Utilities** The Demised Premises will be separately metered and Lessee shall be responsible for the payment of all utilities.

**Section 4.03 Signage** Lessee shall be entitled to place appropriate signage on the building consistent with the sign regulations of the County of Boone and the City of Columbia.

**Section 4.04 Compliance with Laws** No waste or damage shall be committed upon or to the Demised Premises. The Demised Premises shall not be used for any unlawful purpose, and no violation of law shall be committed thereon. The Lessee shall, at its own costs, promptly observe and keep all laws, rules, orders, ordinances and regulations of the federal, state, county and city governments, and any and all of their departments and bureaus and those of any other competent authority relating to the use of the Demised Premises. The Lessee shall comply with and obey all building rules and regulations now existing or hereafter adopted by the Lessor.

**ARTICLE 5**  
**REPAIRS AND UTILITIES**

**Section 5.01 Limitation** Except as herein specifically provided to the contrary, Lessor shall not be responsible for making any repairs of any kind in or upon the Demised Premises. Lessor shall maintain the exterior of the Demised Premises and the building of which it is a part, excluding any glass or doors, which shall be the responsibility of Lessee. Lessor shall also maintain the building's HVAC system, excluding any work necessitated by Lessee's modifications of the Demised Premises as contemplated herein.

**Section 5.02 Maintenance** Lessee at its own expense shall make all repairs and replacements as shall be reasonably necessary to keep the interior of the Demised Premises in good condition and repair during the

term of this Lease. Lessee shall at its own expense make all repairs and replacements to the doors, windows, and interior walls. Lessee further agrees that all damage or injury done to the Demised Premises by Lessee or any other person who may be in or upon the Demised Premises except Lessor, its agents, servants and employees, shall be repaired by Lessee at its own expense.

## **ARTICLE 6** **IMPROVEMENTS**

**Section 6.01 Alterations** Lessee may make such alterations, renovations and improvements to the Demised Premises, at Lessee's own expense, which it deems necessary or desirable for the use of the Demised Premises, after first obtaining the written approval of the Boone County Commission. In particular, the Boone County Commission will need to approve any plans for modification of the premises and any carpeting that Lessee wishes to install on the premises. All alterations, renovations, improvements or decorations to the Demised Premises shall become a part of the realty and belong to the Lessor free from any claims, costs, damages or liability, including reasonable attorney's fees, to contractor or suppliers or on account of any injury to third persons or property by reason of any such changes or alterations. Lessee shall not permit the filing of any liens against the Demised Premises by mechanics, materialmen or contractors and shall save the Lessor harmless from the payment of any claim whatsoever on account of labor or materials furnished in connection with any such improvements or alterations. If a mechanic's lien is filed, the same shall be removed of record by either payment or bonding by Lessee within thirty (30) days of filing. Lessee shall obtain all necessary building permits from the Boone County Resource Management Department and such other entities as directed by the Boone County Resource Management Department. Lessee shall comply with all permit requirements and otherwise conduct the alterations in compliance with all applicable laws and regulations. The approval of the Boone County Commission as contemplated herein shall be required for the initial alterations contemplated for the Demised Premises as well as any modifications that Lessee desires to make after the completion of the initial alterations.

## **ARTICLE 7** **INDEMNIFICATION AND HOLD HARMLESS**

**Section 4.01 Indemnification and Hold Harmless** On or after the date on which Lessor provides to Lessee access to the Demised Premises for purposes of Lessee's commencement of its improvements, Lessor shall be held harmless and indemnified by Lessee from any liability, including costs, expenses and attorney's fees for any claims, damages, judgments, actions, causes of action, suits or penalties regarding injury to any person or persons or damage to any property in or upon the Demised Premises arising out of the Lessee's use of the Premises, including the person and property of Lessee and its employees and all persons in the Demised Premises at its or their invitation, express or implied. All property kept, stored, or maintained in the Demised Premises by Lessee shall be kept, stored or maintained at the risk of the Lessee.

## **ARTICLE 8** **INSURANCE**

**Section 8.01 Fire and Extended Coverage** Lessor will, at all times at its sole expense, keep the building that includes the Demised Premises insured against loss by fire or other casualty, with extended coverage, on terms and conditions similar to other buildings owned by Boone County, Missouri. Lessor will keep all such insurance in full force and effect during the entire term hereof.

**Section 8.02 Lessee's Liability Coverage** The Lessee agrees to carry and maintain which such company or companies authorized to business in Missouri and acceptable to Lessor, and at Lessee's sole cost and expense, comprehensive general liability insurance including products liability and broad form contractually liability, with liability limits of at least \$3,000,000.00 per occurrence, \$500,000.00 property damage and \$500,000.00 per person, injury and general comprehensive liability. The Lessor shall be named as an additional insured on all such policies and shall be entitled to a copy of the policy form such insurer showing such coverage is in effect. Such policy or policies shall contain a provision that they may not be canceled or materially altered

without thirty (30) days prior written notice to the Lessor. The Lessee shall furnish Lessor with a duplicate certificate or certificates of such policy and the date and expiration of each policy, and shall from time to time, whenever required, satisfy the Lessor that such policy or policies are in full force and effect.

**ARTICLE 9**  
**TAXES AND ASSESSMENTS**

**Section 9.01**     **Real Estate Tax and Assessments**     As the property is owned by Boone County, it is not subject to normal ad valorem real estate taxes. Any real property taxes imposed on the "bonus value", if any, of the lease between Lessor and Lessee, shall be the responsibility of Lessee.

**Section 9.02**     **Taxes on Lessee's Property**     Lessee shall promptly declare all business personal property with the Boone County Assessor and pay all taxes levied against its personal property located within the Demised Premises.

**ARTICLE 10**  
**DAMAGE**

**Section 10.01**     **Repair by Lessor**     If at any time during the Demised Term, all or a portion of the building constituting the Demised Premises shall be damaged or destroyed by fire or perils provided against by any insurance coverage on the premises, irrespective of the proximate cause, Lessor shall, not later than thirty (30) days from the date of recovery of insurance proceeds, commence to repair or rebuild the said building in the same condition as said building was in immediately prior to the damage or destruction, and shall complete the same within one hundred eighty (180) days from the commencement date, otherwise, the Lessee may cancel this Lease. The obligation of Lessor to rebuild or repair shall be limited to the amount of recovery of insurance proceeds. During the period of rebuilding, unless the damage or destruction was caused by the negligence of Lessee, following any such damage or destruction, Lessee's rent shall abate for a period not to exceed one hundred eighty (180) days. Thereafter, until said building is completely restored as aforesaid, or this Lease terminated, the fixed rent hereunder shall abate, either entirely or proportionately, according to the extent of the damage.

**Section 10.02**     **Termination by Lessee**     If at any time during the last one (1) year of the Demised Term, all or a portion of the building constituting a part of the Demised Premises shall be substantially or totally destroyed, the Lessor or the Lessee may terminate this Lease as of the date of such destruction by written notice given within thirty (30) days after such destruction.

**ARTICLE 11**  
**ASSIGNMENTS**

**Section 11.01**     Lessee agrees not to sublet, assign or in any manner to transfer this Lease or any estate or interest herein without the written consent of Lessor. Lessor shall not unreasonably withhold consent for a sublet of a portion of the Demised Premises that is consistent with the other terms of this Agreement.

**ARTICLE 12**  
**ACCESS TO DEMISED PREMISES**

**Section 12.01**     **By Lessor**     Lessor shall have the right to enter upon the Demised Premises during normal business hours for the purpose of inspecting property owned or controlled by Lessor. If Lessor, in the exercise of reasonable business judgment, deems any repairs required to be made by Lessee necessary, it may demand that the Lessee make the same forthwith, and if the Lessee refuses or neglects to commence such repairs and to complete the same with reasonable dispatch, Lessor may make or cause such repairs to be made, and if the Lessor makes or causes such repairs to be made, Lessee shall forthwith on demand pay to Lessor the cost hereof.

**ARTICLE 13**  
**SECURITY DEPOSIT**

**Section 13.01 Security Deposit** Lessee at the time of execution of this Lease, will deposit with Lessor the sum of Two Thousand Three Hundred Ten Dollars (\$2,310.00) to guarantee faithful performance of the terms, conditions and covenants contained herein. If, at any time during the term of the Lease, any of the rent herein shall be overdue and unpaid, or any sums payable by Lessee to Lessor overdue and unpaid, then Lessor may, at its sole option, apply a portion of such deposit to the payment of any overdue rent or other sums due and payable to Lessor hereunder, then Lessee shall, upon written demand of Lessor, forthwith remit to Lessor a sufficient amount of cash to restore such security deposit to the original sum deposited, and Lessee's failure to do so within five (5) days after the receipt of such notice shall constitute a breach of this Lease.

**ARTICLE 14**  
**DEFAULT AND REMEDIES**

**Section 14.01 Rights on Default** If the Lessee makes any default in respect to its covenants to pay rent and fails to cure such default within five (5) days after said rent is due, or if Lessee makes any default in respect to any other of its obligations under this Lease, and if it fails to make good such default within thirty (30) days after written notice of the existence of such default has been given it by Lessor, then Lessor may thereupon take possession of the Demised Premises without process of law, and Lessor shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Lessor of any other right or remedy allowed it by law:

(a) Lessor may accelerate the remainder of rent due, and terminate this Lease by giving to Lessee ten (10) days written notice of Lessor's intention to do so, in which event the term of this Lease hereunder shall expire on the date stated in such notice, and Lessee shall remain liable for all payments due;

(b) Lessor may terminate the right of Lessee to possession of the Demised Premises without terminating this Lease by giving notice to Lessee that Lessee's right of possession shall end on the date stated in such notice, whereupon the right of Lessee to possession of the Demised Premises or any part thereof shall cease on the date stated in such notice, Lessee's rent obligation shall remain; and

(c) Lessor may enforce the provision so this Lease and may enforce and protect the rights of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due and Lessor's costs and attorney's fees, or to become due from Lessee under any of the provisions of this Lease.

**Section 14.02 Surrender** If Lessor exercises its remedy to take possession of the Demised Premises, Lessee shall surrender possession and vacate the Demised Premises immediately and deliver possession thereof to Lessor, and Lessor may then or at any time thereafter re-enter and take complete and peaceful possession of the Demised Premise, with or without process of law, full and complete license to do so being hereby granted to Lessor, and Lessor may remove all occupants and property therefrom.

**Section 14.03 Termination of Lease** If this Lease is terminated by Lessor as provided in Section 14.01, Lessor shall be entitled to recover from Lessee all the fixed dollar amounts of rentals accrued and unpaid for the period up to and including such termination date as well as any additional rent and sums payable by Lessee for the remainder of the term, or for which Lessee is liable or in respect of which Lessee has agreed to indemnify Lessor under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and attorney's fees incurred by lessor in the enforcement of its rights and remedies hereunder, and any damages in addition thereto, including reasonable attorney's fees and court costs, which Lessor shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of rent.

**Section 14.04 Remedies Cumulative** The remedies of the Lessor shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law or equity.

**ARTICLE 15**  
**EMINENT DOMAIN**

**Section 15.01 Condemnation** If the whole or any part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi public use or purpose, and in the event that such taking or condemnation this Lease shall cease and terminate as of the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the Demised Premises unsuitable for the business of the Lessee, then the Lessor shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation, less the portion lost in such taking, and this Lease shall continue in full force and effect, except that the fixed rental shall be reduced in proportion to the reduction in gross area of the Demised Premises

**Section 15.02 Damages** All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Demised Premises, shall be the property of the Lessor, provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of business, depreciation to and cost of removal of stock and fixtures.

**Section 15.03 Public Authority and Eminent Domain Defined** The term "public authority" as used in this Article shall include any corporation, firm or association, whether publicly or privately owned, having the power of eminent domain. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation.

**ARTICLE 16**  
**NOTICES**

**Section 16.01 Notices** All notices to be given hereunder shall be deemed to be properly given if, in the case of notices by the Lessor to the Lessee, they are addressed to the Lessee at 609 E Walnut  
Columbia, MO 65201 [Insert Lessee Mailing Address], or at such other address as the Lessee may, from time to time, furnish to Lessor in writing for such purpose; and in the case of notices by the Lessee to the Lessor, if they are addressed to Lessor, Boone County Commission, 801 E. Walnut, Room #333, Columbia, Missouri 65201, with a copy to County Counselor, 801 E. Walnut, Room #211, Columbia, Missouri 65201, or at such other address as the Lessor may from time to time, furnish to Lessee in writing for such purpose. All notices shall be in writing and shall be mailed by certified or registered mail, in an envelope addressed as above described, not later than the date upon which notice is required to be given pursuant to the terms of this Lease. All such notices shall be deemed given when so certified or registered, and deposited in the United States mail, postage prepaid. Except as otherwise provided in this Lease, Lessee waives all rights to notice or demand by Lessor with respect to Lessee's performance or nonperformance of each and every obligation or duty to perform or to refrain from performing any act or obligation imposed on Lessee by the terms of this Lease.

**ARTICLE 17**  
**CONSTRUCTION**

**Section 17.01 Construction** Nothing contained 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, it being agreed that neither the method of computation of rents nor any other provisions named herein, nor any acts of the parties herein shall be deemed to create any relationship other than that of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall be construed without reference to titles of articles and sections, which are inserted for convenience and reference only.

**ARTICLE 18**  
**QUIET ENJOYMENT**

**Section 18.01 Quiet enjoyment** The Lessor warrants that the Lessee upon making payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have peaceful and quiet possession of the Demised Premises during the Demised Term.

**ARTICLE 19**  
**SUBORDINATION AND ATTORNMENT**

**Section 19.01 Subordination Agreement** Lessor has the right to cause this Lease to be made subject and subordinate to all ground or underlying leases, mortgages and restrictions which may now or hereafter affect the Demised Premises, and to all renewals and extensions thereof. For confirmation of such subordination, Lessee shall execute promptly subordination agreements acknowledging its subordination at all times during the term of this Lease.

**Section 19.02 Attornment Agreement** Lessee shall, in the event of a sale or assignment of Lessor's interest in the Demised Premises, whether because of a mortgage foreclosure, termination of a ground lease or otherwise, including sale, attorn to the purchaser or such mortgagee or other person and recognize the same as Lessor hereunder.

**Section 19.03 Tenant Certificates** Lessee agrees that from time to time upon not less than five (5) days prior request by Lessor, Lessee will execute and deliver to Lessor or mortgagee or any future mortgage, indenture holder, bond purchase, or any prospective mortgagee, indenture holder or bond purchaser ("Mortgagee") of Lessor's interest in the Demised Premises, or any purchaser or prospective purchaser of Lessor's interest in the Demised Premises, a statement in writing certifying:

- (a) Whether Lessee is the lessee of the Demised Premises under the Lease from Lessor;
- (b) Whether Lessee has unconditionally accepted and occupied the Demised Premises and commenced payment of rent under the lease without material claim of right of set-off, or claim of any material default by Lessor;
- (c) Whether the Lessee sets forth the entire agreement between Lessor and Lessee, in full force and effect in accordance with its terms, and has not, in any material way, been amended, modified, assigned or sublet;
- (d) Whether there exists any material default by either party to the Lease, or other ground for ceasing or reducing the payment of rent or for cancellation or termination of the lease; and
- (e) Whether all material requirements of the Lease have been complied with and no material charges, set-offs or other credits exist against the rent.

**ARTICLE 20**  
**MISCELLANEOUS**

**Section 20.01 Governing Law** This Lease and all provisions shall be governed by the laws of the State of Missouri.

**Section 20.02 Complete Agreement** All negotiations, considerations, representations and understandings between the parties are incorporated herein and may be modified or altered only by memorandum in writing and signed by the parties hereto.

**Section 20.03 Agreement 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 assigns.

**Section 20.04 Broker's Commission** The parties agree that Maly Commercial Realty, Inc., has served as the Lessee's broker in this transaction. Lessor and Lessee shall each pay one-half of said broker's commission, which will be calculated at 3% of the total monthly payments contemplated under this lease. As the first four (4) months will be "rent-free," the broker's commission shall be calculated as follows: 56 months rent \* \$2,310.00 = \$129,360 \* 3% = \$3,880.00, which means that both Lessor and Lessee shall pay \$1,940.40 to Maly Commercial Realty, Inc., upon successful execution of this lease and payment by Lessee of the Security Deposit contemplated herein.

**Section 20.05 Counterparts** This Lease may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

**Section 20.06 Authority of Persons Signing** Each of the persons signing this Lease on behalf of the Lessor and Lessee represent that he/she has been duly authorized and empowered to execute this Lease on behalf of said party and that all necessary action on behalf of said party has been taken and done.

**Section 20.07 Time of Essence** Time is hereby declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.

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

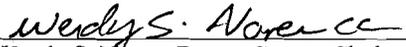
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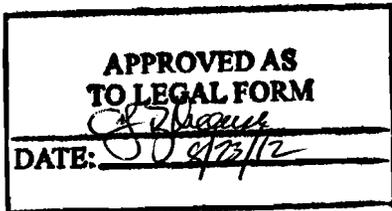
**Boone County, Missouri**

By:

  
Daniel K. Atwill, Presiding Commissioner

Attest:

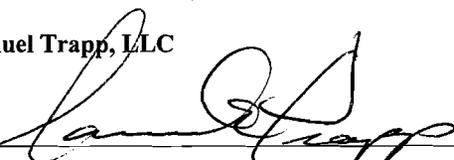
  
Wendy S. Moren, Boone County Clerk



LESSEE:

**Samuel Trapp, LLC**

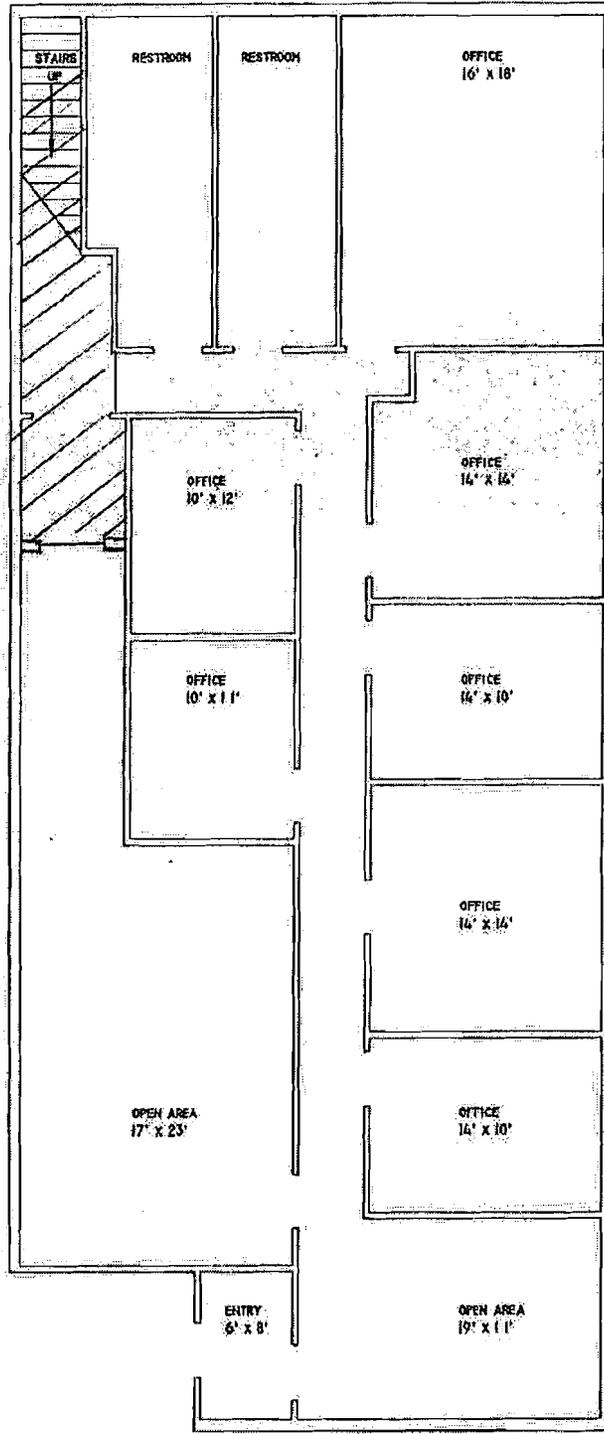
By:



Title:

MEMBER

609 EAST WALNUT



EAST WALNUT STREET

**OFFICES NEXT TO LIFESTYLES BUILDING**

NOT TO SCALE

**LOWER LEVEL**  
**2,772 SQ. FT.**

## EXHIBIT B

### LEASE GUARANTY

Tenant is engaged in business of the undersigned. Because of our business relations, it will be my direct interest and advantage to assist Tenant in securing a lease of the Demised Premises (all defined terms shall be as set forth in the Lease between Tenant and Landlord of even date). For the purpose of inducing Landlord to enter into and make the Lease, the undersigned hereby unconditionally guarantees the full and prompt payment of Rent and all other sums required to be paid by Tenant under the Lease ("Guaranteed Payments") and the full and faithful performance of all terms, conditions, covenants, obligations and agreements contained in the Lease on the Tenant's part to be performed ("Guaranteed Obligations") and the undersigned further promises to pay all of Landlord's costs and expenses (including reasonable attorney fees) incurred in endeavoring to collect the Guaranteed Payments or to enforce the Guaranteed Obligations or incurred in enforcing this guaranty as well as all damages which Landlord may suffer in consequence of any default or breach under the Lease or this guaranty.

1. Landlord may at any time and from time to time, without notice to the undersigned, take any or all of the following actions without affecting or impairing the liability and obligations of the undersigned on this guaranty:

a) grant an extension or extensions of time of payment of any Guaranteed Payment or time for performance of any Guaranteed Obligation;

b) grant an indulgence or indulgences in any Guaranteed Payment or in the performance of any Guaranteed Obligation;

c) modify or amend the Lease or any term thereof, or any obligation of Tenant arising thereunder;

d) consent to any assignment or assignments, sublease or subleases and successive assignments or subleases by Tenant or the Tenant's assigns or subtenants or a change or different use of the Premises;

e) consent to an extension or extensions of the term of the Lease;

f) accept other guarantors; or

g) release any person primarily or secondarily liable.

The liability of the undersigned under this guaranty shall in no way be affected or impaired by any failure or delay in enforcing any Guaranteed Payment or Guaranteed Obligation or this guaranty or any security therefore or in exercising any right or power in respect thereto, or by any compromise, waiver, settlement, change, subordination, modification or disposition of any Guaranteed Payment or Guaranteed Obligation or of any security therefore. In order to hold the undersigned liable hereunder, there shall be no obligation on the part of Landlord, at any time, to resort for payment to Tenant or any other guaranty or to any security or other rights and remedies, and Landlord shall have the right to enforce this guaranty irrespective of whether or not other proceedings or steps are pending or being taken seeking resort to or realization upon or from any of the foregoing.

2. The undersigned waives all diligence in collection or in protection or any security, presentment, protest, demand, notice of dishonor or default, notice of acceptance of this guaranty, notice of any extensions granted or other action taken in reliance hereon and all demands and notices of any kind in connection with this guaranty or any Guaranteed Payment or Guaranteed Obligation.

3. The undersigned hereby acknowledges full and complete notice and knowledge of all of the terms, conditions, covenants, obligations and agreements of the Lease.

4. The payment by the undersigned of any amount pursuant to this guaranty shall not in any way entitle the undersigned to any right, title or interest (whether by subrogation or otherwise) of the Tenant under the Lease or to any security being held for any Guaranteed Payment or Guaranteed Obligation.

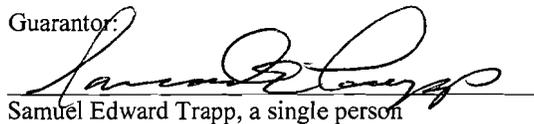
5. This guaranty shall be continuing, absolute and unconditional and remain in full force and effect until all Guaranteed Payments are made, all Guaranteed Obligations are performed, and all obligations of the undersigned under this guaranty are fulfilled.

6. This guaranty shall also bind the successors and assigns of the undersigned and inure to the benefit of Landlord, its successors and assigns. This guaranty shall be construed according to the laws of the State of Missouri, in which state it shall be performed by the undersigned.

7. The Landlord and the undersigned intend and believe that each provision of this guaranty comports with all applicable law. However, if any provision of this guaranty is found by a court to be invalid for any reason, the parties intend that the remainder of this guaranty shall continue in full force and effect and the invalid provision shall be construed as if it were not contained herein.

IN WITNESS WHEREOF, the undersigned has caused this guaranty to be executed this 23<sup>rd</sup> day of August, 2012.

Guarantor:



Samuel Edward Trapp, a single person