

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 18th day of September 20 18


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

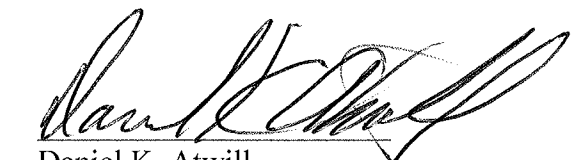
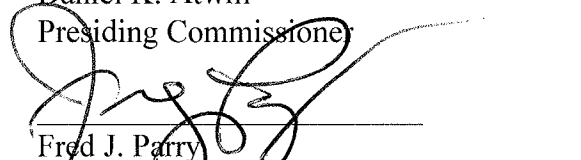
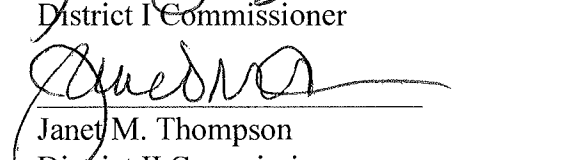
Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to James E. Noel in the amount of \$5,666.34.

It is furthered ordered the Boone County Commissioners are hereby authorized to sign said summary order.

Done this 18th day of September, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

Commission Order:

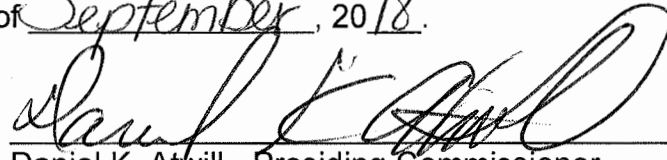
Now on this day the Boone County Commission takes up the disposition of the **2017** tax sale surplus relating to **Parcel 12-717-00-07-015.00:**

Pursuant to RSMo §140.230 the Commission is authorized to approve claims for any tax sale surplus being held by the County Treasurer associated with the County Collector's annual tax sale as part of a redemption or after the expiration of the applicable redemption period. In this instance, the owner of record at the time the subject property went to tax sale was **James E. Noel**, per the vesting deed at Book 4096, Page 1, Boone County Records. The owner of record has assigned the tax sale surplus to the Boone County Collector as part of his redemption of the property. The other documentation which support of this claim is made a part of this record. The application to the County Treasurer for the surplus funds is timely.

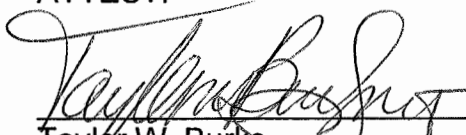
The County Treasurer, based upon the documents presented to his office and made a part of this record, is satisfied that **James E. Noel** is entitled to assign the total surplus of **\$5,666.34** to the Boone County Collector as part of his redemption of the subject property and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of the surplus via assignment to **the Boone County Collector, assignee of the owner of record**, in the amount of **\$5,666.34**, in a manner mutually-agreed to by the County Collector and County Treasurer, in order to facilitate **James E. Noel's** redemption of the subject property pursuant to RSMo §140.340.

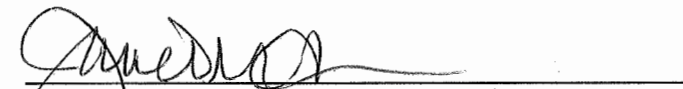
Done this 18th day of September, 2018.


Daniel K. Atwill - Presiding Commissioner

ATTEST:


Taylor W. Burks
Boone County Clerk


Fred Parry - District I Commissioner


Janet M. Thompson - District II Commissioner



**ASSIGNMENT OF TAX SURPLUS TO BOONE COUNTY COLLECTOR
FOR REDEMPTION PURPOSES**

Parcel #: 12-717-00-07-015.00

Sec 31 T49 R12

1601 Tundra Ct

L15 Northland Acres Estates as shown by Plat Book/Page 28/25

Owner(s) of Record: James E. Noel

Current Mailing address: 1601 Tundra Ct Columbia MO 6520

SSN: [REDACTED] Driver's License / State ID Number: [REDACTED]

Pursuant to the provisions of RSMo Sec. 140.230 the undersigned, the publicly recorded owner or owners of record of the subject property sold at the **2017** delinquent tax sale auction which took place on **August 28, 2017**, wish to assign the tax sale surplus in the amount of **\$5,666.34** currently being held by the Boone County Treasurer to the Boone County Collector as part of my redemption of the subject property. I understand that I have a priority right to use these tax sale surplus funds for my redemption efforts only for the first one-year period following the delinquent tax sale auction; or, until the tax sale purchaser acquires a Collector's Deed. I understand that I must remit the appropriate sums to the Boone County Collector in addition to the surplus to accomplish this redemption. I hereby authorize the Boone County Treasurer to remit to the County Collector, on my behalf and for my account, the tax sale surplus as part of my owner's redemption efforts pursuant to which I desire to redeem the above-described property.

James E. Noel
JAMES E. NOEL

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

SUBSCRIBED and sworn to before me a notary public, this 14th day of September, 2018.

JULIE M MILLER
Notary Public - Notary Seal
State of Missouri - County of Boone
My Commission Expires Sept. 14, 2020
Commission #16821300

Julie M Miller
Notary Public

[Signature] 9-14-18
Collector's Office received by and date

Property Information

Property Location (Situs Address)	1601 TUNDRA CT
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Legal Description	NORTHLAND ACRES ESTATES LOT 15	<p>RECEIVED</p> <p>MAY 30 2017</p> <p>BOONE COUNTY COLLECTOR</p>
<u>FB</u> Initial if legal description matches description on delinquent statements. If not, explain discrepancies in Additional Info.		

Vesting Deed

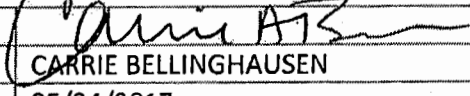
Name of Owner(s)	NOEL JAMES E
Address	1601 TUNDRA CT, COLUMBIA MO 65202-0927
Title Taken By	QUIT CLAIM DEED
Date of Deed	1/8/2013
Date Recorded	1/22/2013 11:25:33 AM
Book/Page	4096/1
Address Correction	

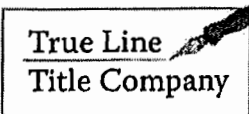
Open Deed(s) of Trust

First Deed of Trust	BANK OF CAIRO & MOBERLY
Lender's Address	207 E ROLLINS, MOBERLY, MO 65270
Deed of Trust Date	1/8/2013
Date Recorded	1/22/2013 11:25:33 AM
Book/ Page	4096/2
Loan Amount	\$125,000.00
Assigned To	
Date Assigned	

Second Deed of Trust	
Lender's Address	
Deed of Trust Date	
Date Recorded	
Book/ Page	
Loan Amount	
Assigned To	
Date Assigned	

Lien Search Company

Signature of Searcher	
Searcher (print)	CARRIE BELLINGHAUSEN
Date Searched	05/24/2017



True Line Title Company
110 E Ash Street
Columbia, MO 65203

Additional Liens

Special Assessments	
Tax Bill #	
Address	

Federal Tax Liens	
Date	
Address	

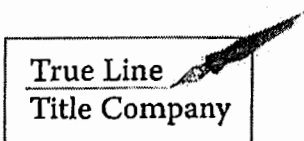
State Tax Liens	
Date	
Address	

Mechanics Liens	
Date	
Address	

Judgments	
Date	
Address	
Case #	

Other (Lis Pendens, Bankruptcies, etc)	
Date	
Address	
Case #	

Additional Information



Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri

Date and Time 01/22/2013 at 11:25:33 AM

Instrument # 2013001561 Book 4096 Page 1

Grantor DUBREE, BARBARA L

Grantee NOEL, JAMES E

Instrument Type QTCL

Recording Fee \$27.00 S

No of Pages 2

Bette Johnson, Recorder of Deeds



Boone-Central Title Company
File No. 1301007

Quit-Claim Deed

THIS INDENTURE, Made on the 8th day of JANUARY, 2013, by and between

Barbara L. Dubree, a single person,
of the County of BOONE, State of MISSOURI, party or parties of the first part,
and

JAMES E. NOEL, A SINGLE PERSON
of the County of BOONE, State of MISSOURI, party or parties of the second
part,
(Mailing address of said first named grantee is, ,). **1601 Tundra Court, Columbia, MO.
65202**

WITNESSETH, that the said party or parties of the first part, in consideration of the sum of TEN DOLLARS (\$10.00) to her in hand paid by the said party or parties of the second part (the receipt of which is hereby acknowledged) does by these presents, REMISE, RELEASE and FOREVER QUITCLAIM unto the said party or parties of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of BOONE, and State of Missouri, to wit:

LOT FIFTEEN (15) OF NORTHLAND ACRES ESTATES AS SHOWN BY PLAT RECORDED IN PLAT BOOK 28, PAGE 25, RECORDS OF BOONE COUNTY, MISSOURI.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

BOONE COUNTY MO JAN 22 2013

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the second part, and unto her and assigns forever; so that neither the said party or parties of the first part, nor her nor any other person or persons, for her or in her name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party or parties of the first party has hereunto set my hand and seal the day and year above written.

Barbara L. Dubree
Barbara L. Dubree

STATE OF MISSOURI }
COUNTY OF Randolph } ss:

On this 24 day of January, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara L. Dubree, a single person

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, and the said further declared that she is _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Moberly, Missouri, the day and year last above written.

Deidre Ratliff
Notary Public within and for said County and State

My commission expires. June 16, 2015

DEIDRE RATLIFF
Notary Public-Notary Seal
STATE OF MISSOURI
Macon County
My Commission Expires June 16, 2015
Commission # 11202559

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of

September

20 18

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


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision from the Assessor's Office to move money from Replacement Computer Software to Replacement Machine & Equipment to cover the expense of the purchase of a new letter opener.

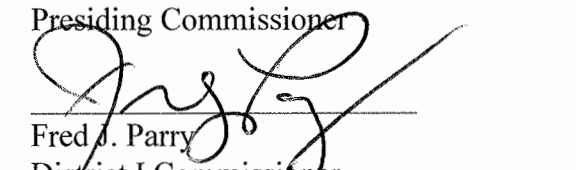
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2010	92300	Assessment	Replc Mach & Equip		4,900
2010	92302	Assessment	Replc Computer Software	4,900	
				4,900	4,900

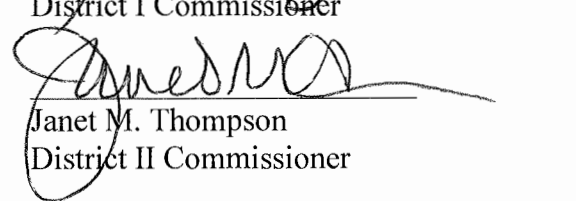
Done this 18th day of September, 2018.

ATTEST:


 Taylor W. Burks
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

9/10/18
EFFECTIVE DATE

FOR AUDITORS USE

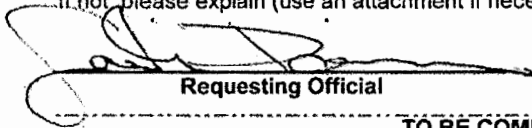
(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2010	92300	Assessment	Replc Mach & Equip		4,900
2010	92302	Assessment	Replc Computer Software	4,900	
				<u>4,900</u>	<u>4,900</u>

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

Letter opener stopped functioning so it needed to be replaced. Will use savings from another class 9 account to cover the expense
Note: asset replacement was not included in the annual budget therefore Commission approval is required. See Budget Adjustment Policy attached.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
 If not, please explain (use an attachment if necessary):


 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- N/A* A schedule of previously processed Budget Revisions/Amendments is attached
 Unencumbered funds are available for this budget revision.
 Comments:

 Auditor's Office

 PRESIDING COMMISSIONER

 DISTRICT I COMMISSIONER

 DISTRICT II COMMISSIONER

Agenda



SUMNER ONE | ImageTechnologies

6701 Stephens Station Rd, Columbia, MO 65202
573.499.5300 | ImageTechMO.com

INVOICE

Invoice No: 1856767
Invoice Date: 7/25/2018
Invoice Total: \$4,900.00
Account No: 210462
Balance Due: \$4,900.00

Bill To: BOONE COUNTY ASSESSORS OFFICE
801 E WALNUT
COLUMBIA, MO 65201-4890

Ship To: BOONE COUNTY ASSESSORS OFFICE
801 E WALNUT
COLUMBIA, MO 65201-4890

PLEASE DETACH THIS PORTION AND RETURN WITH PAYMENT

Account No:	Invoice No:	Invoice Date:	Invoice Total	Balance Due:
210462	1856767	7/25/2018	\$ 4,900.00	\$4,900.00
Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due
S0467405		CC	30 Days	8/24/2018

Remarks	Sales Person
DL400 LETTER OPENER, SERIAL 1004060, TAG U4723	WAYNE RUEGER

Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
DLA3	DL400 LETTER OPENER Tag U4723	1004060	1.0	1.0	0.0	EA	\$4,900.00		\$4,900.00

We are pleased to accept payments via ach! Contact us at accounting@sumnerone.com to get started!
Thank you for your business!

Subtotal	\$4,900.00
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Invoice Total	\$4,900.00
Balance Due	\$4,900.00



SUMNER ONE | ImageTechnologies

6701 Stephens Station Rd, Columbia, MO 65202
573.499.5300 | ImageTechMO.com

PACKING LIST

S.O. Date: 7/16/18

S.O. Number: SO467405

Printed Date: 7/16/2018 4:21:02PM

Entered by: harbdavi

Ship To: BOONE COUNTY ASSESSORS OFFICE
801 E WALNUT
COLUMBIA, MO 65201-4890

Bill To: BOONE COUNTY ASSESSORS OFFICE
801 E WALNUT
COLUMBIA, MO 65201-4890

Account Number	Payment Terms	P.O. Number	Ship Method				Date Required	
210462	30 Days		CROSSROADS				7/16/18	
Remarks						Sales Person		
						WAYNE RUEGER		
Item Number	Description	Serial No	UM	Ordered	Cancelled	B/O	Prev Shipped	Shipped
DLA3	DL400 LETTER OPENER	1004060	EA	1	0	0	0	1

Signature _____

Cindy Menke

Date

7/24/18

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

September Session of the July Adjourned

Term. 20 18

In the County Commission of said county, on the 18th day of September 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two for Agreement 79-15DEC15 between Boone County and Galls, LLC.

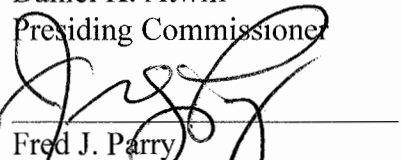
The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

Done this 18th day of September, 2018.

ATTEST:

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: August 28, 2018
RE: Amendment #2 to Contract #79-15DEC15 – Law Enforcement Boots – Term & Supply

Amendment #2 to contract #79-15DEC15 – Law Enforcement Boots – Term & Supply that was awarded April 28, 2016 (Commission Order 207-2016) is being amended to allow a substitution for item 4.12.4 from the Under Armour Valsetz Tactical Boot (Style 1224003) to the Under Armour Valsetz 1.5 Tactical Boot at the same price. All other terms and conditions of the original agreement as renewed remain unchanged.

This is a Term and Supply contract for the following department/account codes:.

1251 Sheriff/23300 Uniforms
1255 Corrections/23300 Uniforms
2901 Sheriff Operations – LE Sales Tax/23300 Uniforms
2902 Corrections Operations – LE Sales Tax/23300 Uniforms

/lp

cc: Leasa Quick, Boone County Sheriff's Department
Contract File #79-15DEC15


**CONTRACT AMENDMENT NUMBER TWO
AGREEMENT FOR
LAW ENFORCEMENT BOOTS TERM AND SUPPLY**

The Agreement **79-15DEC15** dated April 28, 2016 made by and between Boone County, Missouri and **Galls, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Line item 4.12.4 for the Under Armour Valsetz Tactical Boot, Style #1224003 has been manufacturer discontinued. The Under Armour Valsetz 1.5 Tactical Boot shall be substituted at the same firm and fixed price of \$93.36 per pair.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement as renewed shall remain in full force and effect.

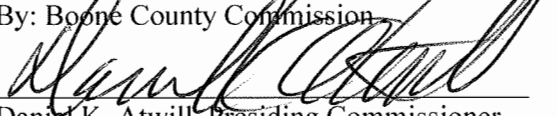
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

GALLS, LLC

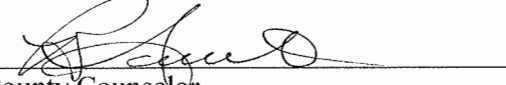
By: 
Signature

By: R. Michael Andrews Jr. CFO
Printed Name/ Title

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

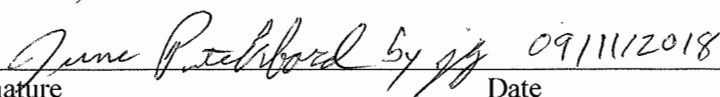
APPROVED AS TO FORM:


County Counselor

ATTEST:


Taylor W. Burks, County Clerk

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.)

 1251, 2901, 1255, 2902 / 23300
Signature Date Appropriation Account

419-2018

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STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 18th day of September 20 18

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

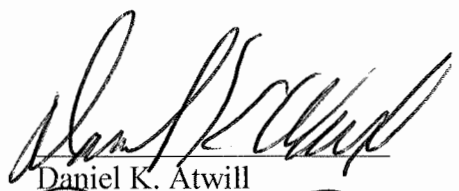
Now on this day the County Commission of the County of Boone does hereby approve the attached Boone County Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the Village of Hartsburg.

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

Done this 18th day of September, 2018.

ATTEST:

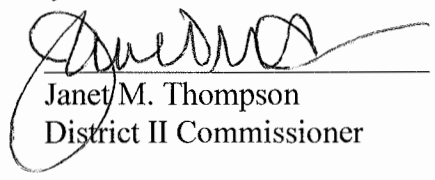

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPROVED APPLICATION-BASED PROJECT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 18 day of September, 2018, 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 **Village of Hartsburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an application entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

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

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

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Eight Thousand Three Hundred One Dollars and Ninety-Six cents (\$8,301.96)** as determined by the formula for **Year**

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

6 of the 6-year cycle as described in the aforementioned Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 464-2011 which is incorporated herein by reference.
- 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.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

BOONE COUNTY

By:



Presiding Commissioner

Date: _____

9.18.18

ATTEST:



County Clerk

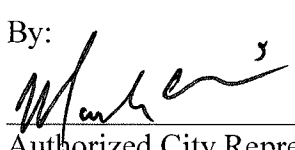
APPROVED AS TO FORM:



County Attorney

VILLAGE OF HARTSBURG

By:



Authorized City Representative

Date: _____

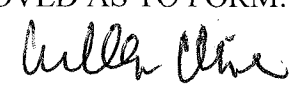
9/6/18

ATTEST:



City Clerk

APPROVED AS TO FORM:

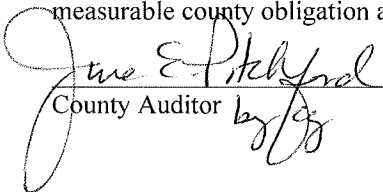
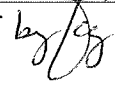


City Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract.

(Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 _____
County Auditor by 

9/10/18

Date

2049-71452

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of

September

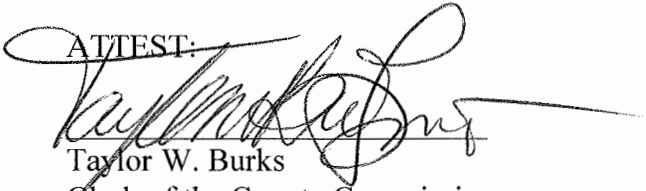
20 18

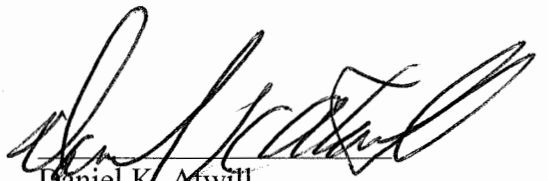
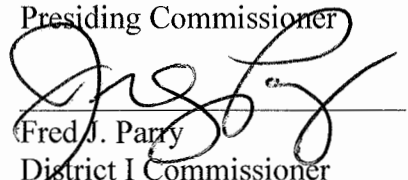
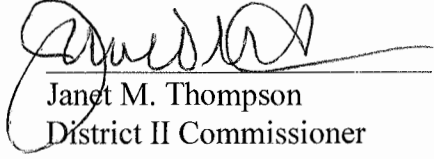
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Boone County Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the City of Sturgeon.

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

Done this 18th day of September, 2018.

ATTEST:

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

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

THIS AGREEMENT, dated this, 18 day of September, 2018, 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 Sturgeon**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

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

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

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Thirty Thousand Seven Hundred Seventeen Dollars and Twenty-Four cents (\$30,717.24)** as determined by the

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

formula for **Year 6 of the 6-year cycle** as described in Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 469-2011 which is incorporated herein by reference.
- 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.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

BOONE COUNTY

By:

Clayton K. Campbell
Presiding Commissioner

Date: 9.18.18

ATTEST:

Stephanie B. ...
County Clerk

APPROVED AS TO FORM:

J. ...
County Attorney

Boone County Auditor Certification:

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

James E. Pickford 9/6/18
County Auditor by *ag* Date
2049-71452

CITY OF STURGEON

By:

Nancy Jones Mayor
Authorized City Representative

Date: Aug 27, 2018

ATTEST:

Tracy
City Clerk

APPROVED AS TO FORM:

Cydney Mayfield
City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

September Session of the July Adjourned

Term. 20 18

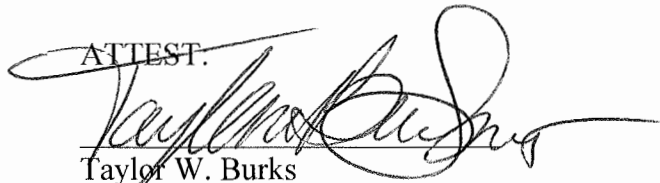
In the County Commission of said county, on the 18th day of September 20 18

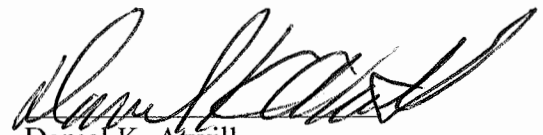
the following, among other proceedings, were had, viz:

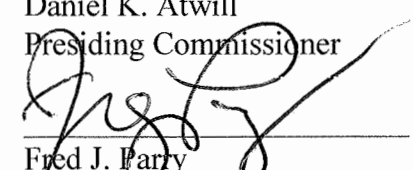
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the department of Emergency Management Operations to establish a budget for LEPC expenses for Fiscal Year 07/01/18 through 06/30/19.

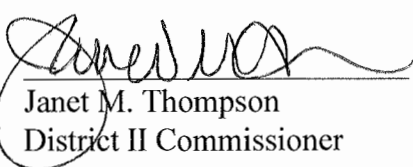
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2101	22000	LEPC/CEPF	Postage		300
2101	23000	LEPC/CEPF	Office Supplies		50
2101	23050	LEPC/CEPF	Other Supplies		8,000
2101	37200	LEPC/CEPF	Seminars/Conferences/Meetings		200
2101	70050	LEPC/CEPF	Software Service Contract		300
2101	71110	LEPC/CEPF	Contract Labor		600
					9,450

Done this 18th day of September, 2018.

ATTEST.

 Taylor W. Burks
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Fred J. Farry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

8/16/18

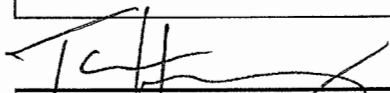
EFFECTIVE DATE

FOR AUDITORS USE

Dept	Account	Fund/Dept Name	Account Name	(Use whole \$ amounts)	
				Transfer From Decrease	Transfer To Increase
2101	22000	LEPC/CEPF	Postage		300 ✓
2101	23000	LEPC/CEPF	Office Supplies		50 ✓
2101	23050	LEPC/CEPF	Other Supplies		8,000 ✓
2101	37200	LEPC/CEPF	Seminars/Conferences/Meetings		200 ✓
2101	70050	LEPC/CEPF	Software Service Contract		300 ✓
2101	71110	LEPC/CEPF	Contract Labor		600 ✓
					9,450

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

To establish a budget for LEPC Expenses for Fiscal Year 07/01/18-06/30/19



 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: 07/2018 to 12/2018 LEPC Budget

in _____ *Agenda*
 Auditor's Office

 PRESIDING COMMISSIONER DISTRICT I COMMISSIONER DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

BOONE COUNTY LOCAL EMERGENCY PREPAREDNESS COMMITTEE (LEPC)
MERC BUDGET PERIOD FOR: 07/01/2018 to 06/30/2019
 BOONE COUNTY GOVERNMENT BUDGET PERIOD: 01/01/2018 TO 12/31/2018

	JUL*	AUG	SEP	OCT*	NOV	DEC	JAN*	FEB	MAR	APR*	MAY	JUN	TOTAL
ADMINISTRATIVE	\$ 425	\$ -	\$ -	\$ 425	\$ -	\$ -	\$ 425	\$ 150	\$ 150	\$ 125	\$ -	\$ -	\$ 1,700
ACTUAL EXPENSES													
Contract Labor (NO full-time employees)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tier II Reporting Collection & Review													\$ -
													\$ -
Postage	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
US Mail Postage Fees - Tier II Reporting Reminders				\$ 300			\$ 300						\$ 600
US Mail Postage Fees - General													\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Printing Costs of LEPC Documents and Publications													\$ -
													\$ -
Phone/Fax/Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
													\$ -
Office Supplies and Equipment	\$ 25	\$ -	\$ -	\$ 25	\$ -	\$ -	\$ 25	\$ -	\$ -	\$ 25	\$ -	\$ -	\$ 100
General Office Supplies	\$ 25			\$ 25			\$ 25			\$ 25			\$ 100
													\$ -
Computer/Electronic Equipment	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300
Email and Document Storage System (G Suite by Google)	\$ 300												\$ 300
													\$ -
													\$ -
Public Notice	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ 300
Annual Public Notice (newspaper)									\$ 150				\$ 150
Annual Call for Membership and Tier II Reminder Notice								\$ 150					\$ 150
													\$ -
LEPC meetings (publications, meals, etc.)	\$ 100	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ 400
LEPC Sub-Committee Meetings (meals)	\$ 100			\$ 100			\$ 100			\$ 100			\$ 400
LEPC Meetings (meals)													\$ -
													\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
													\$ -

BOONE COUNTY LOCAL EMERGENCY PREPAREDNESS COMMITTEE (LEPC)

MERC BUDGET PERIOD FOR: 07/01/2018 to 06/30/2019

BOONE COUNTY GOVERNMENT BUDGET PERIOD: 01/01/2018 TO 12/31/2018

PROJECTS	JUL*	AUG	SEP	OCT*	NOV	DEC	JAN*	FEB	MAR	APR*	MAY	JUN	TOTAL
ACTUAL EXPENSES	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Hazmat Plan Distribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
													\$ -
													\$ -
Hazard Communication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
													\$ -
													\$ -
Facility Review and ID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
													\$ -
													\$ -
Hazmat Flow Study	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Annual Hazardous Materials Flow Study (general expenses)				\$ 600									\$ 600
													\$ -
													\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
													\$ -
													\$ -

BOONE COUNTY LOCAL EMERGENCY PREPAREDNESS COMMITTEE (LEPC)

MERC BUDGET PERIOD FOR: 07/01/2018 to 06/30/2019

BOONE COUNTY GOVERNMENT BUDGET PERIOD: 01/01/2018 TO 12/31/2018

	JUL*	AUG	SEP	OCT*	NOV	DEC	JAN*	FEB	MAR	APR*	MAY	JUN	TOTAL
TRAINING & EXERCISES	\$ -	\$ 500	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ 7,650	\$ -	\$ 3,000	\$ -	\$ -	\$ 18,650
ACTUAL EXPENSES													
Course and Instructor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ -	\$ 3,000	\$ -	\$ -	\$ 10,000
HazMat Refresher Course Columbia, MO - 20 Students										\$ 3,000			\$ 3,000
HazMat IQ Course Columbia, MO - 30 Students								\$ 7,000					\$ 7,000
													\$ -
													\$ -
													\$ -
Materials and Supplies	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ 750
Hazardous Materials Exercise Materials and Supplies								\$ 250					\$ 250
SAFe Kit replacement supplies		\$ 500											\$ 500
													\$ -
													\$ -
													\$ -
Equipment (attach list)	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
SAFe Kits for Initial Response Apparatus (15 Kits @ \$500 each)				\$ 7,500									\$ 7,500
													\$ -
													\$ -
													\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 400
Meals - HazMat Refresher Course (20 students and 2 Instructors @ \$18 for 1 Day)													\$ -
Meals - HazMat IQ Course (30 students and 1 Instructor @ \$18 for 1 day)													\$ -
Meals - Annual Tabletop Exercise Meal								\$ 400					\$ 400
													\$ -
													\$ -
													\$ -
<i>State of Missouri Meal Per Diem: \$8 breakfast/\$10 Lunch/\$18 Dinner</i>													\$ -

BOONE COUNTY LOCAL EMERGENCY PREPAREDNESS COMMITTEE (LEPC)

MERC BUDGET PERIOD FOR: 07/01/2018 to 06/30/2019

BOONE COUNTY GOVERNMENT BUDGET PERIOD: 01/01/2018 TO 12/31/2018

	JUL*	AUG	SEP	OCT*	NOV	DEC	JAN*	FEB	MAR	APR*	MAY	JUN	TOTAL
TRAVEL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mileage, Meals, and Lodging	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACTUAL EXPENSES													\$ -
SEMA Conference [2 people] August 21-24, 2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registration													\$ -
Lodging													\$ -
Travel (Flight, Mileage)													\$ -
Meals													\$ -
[CONFERENCE/TRAINING COURSE] (# Participants)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registration													\$ -
Lodging													\$ -
Travel (Flight, Mileage)													\$ -
Meals													\$ -
[CONFERENCE/TRAINING COURSE] (# Participants)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registration													\$ -
Lodging													\$ -
Travel (Flight, Mileage)													\$ -
Meals													\$ -
OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACTUAL EXPENSES													\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ESTIMATED EXPENSES	\$ 425	\$ 500	\$ -	\$ 8,525	\$ -	\$ -	\$ 425	\$ 7,800	\$ 150	\$ 3,125	\$ -	\$ -	\$ 20,950

BEGINNING BALANCE (06/30/2017)	\$ 10,916.14
GRANT AWARDED	\$ -
OTHER INCOME	\$ -
TOTAL INCOME	\$ 10,916.14
TOTAL ESTIMATED EXPENSES	\$ 20,950.00
ENDING BALANCE	\$ (10,033.86)