

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 18

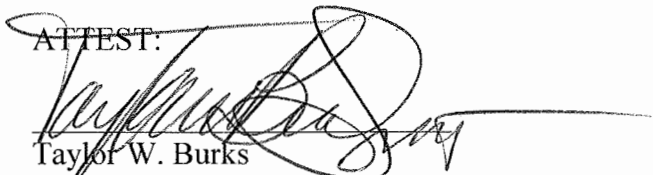
In the County Commission of said county, on the 11th day of October 20 18

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 Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and JQB Construction, Inc.

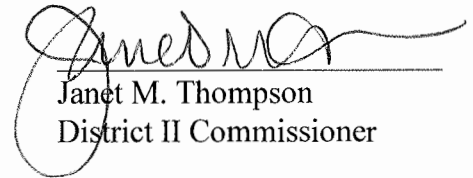
The terms of the agreement are stipulated in the attached Security Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of October, 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

Stormwater Erosion and Sediment Control Security Agreement

Date: 10/1/18

Developer/Owner Name: JQB Construction Inc.
Address: 6209 Upper Bridle Bend Dr.
Columbia, MO65201

Development: Clear Creek Estates

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

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Clear Creek Estates, 5550 S. Hwy 163 Columbia MO. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on May 21, 2018.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 30th day of September 2020, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$80, 601.12, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- U Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

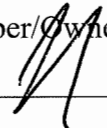
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to September 30, 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on September 30, 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By:  _____

Printed Name: J. Quinn Bellmer

Title: President

BOONE COUNTY, MISSOURI:

Department of Resource Management



Stan Shawver, Director Resource Management

County Commission:



Daniel K. Atwill, Presiding Commissioner

Attest:



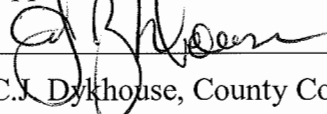
Taylor W. Burks, Boone County Clerk

County Treasurer



Tom Darrough, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT
NO. 2100705309

ORIGINAL

DATE: 9/27/18

Amount: \$80,601.12

County of Boone
Attn: Director, Resource Management
801 E Walnut St, Rm. 315
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on Landmark Bank for the account of JQB Construction, Inc. up to an aggregate amount of \$80,601.12 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner 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 #2100705309 Dated 10/01/2018."

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 9/30/2020, provided further that upon such expiration, either at 9/30/2020, 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 upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to Landmark Bank within the

60-day period prior to the then-effective date of expiration of this letter of credit.

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: 
SVP – Credit Executive
Steve Tanzey

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

Boone County, Missouri letterhead

Date

Bank Name
Bank Address
City, State, Zip
Attention: Bank Senior VP

Re: Bank Letter of Credit No.: **XXXXXXXX**
Dated: MM/DD/YY
In Favor of Boone County, Missouri on behalf of **Developer/Owner**

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. **XXXXXXXX** (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, Resource Management

Taylor W. Burks, Boone County Clerk

Commission Order: _____

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

Boone County, Missouri letterhead

Date

Bank Name
Bank Address
City, State, Zip
Attention: Bank Senior VP

Re: Bank Letter of Credit No.: **XXXXXXXX**
Dated: MM/DD/YY
In Favor of Boone County, Missouri on behalf of Developer/Owner

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, Resource Management

Taylor W. Burks, Boone County Clerk

Commission Order:_____

453-2018

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 18

County of Boone

} ea.

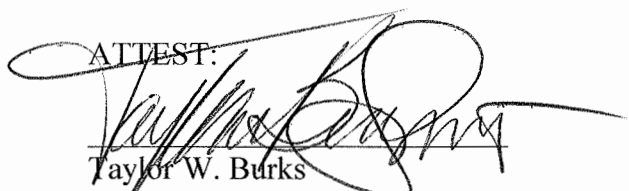
In the County Commission of said county, on the 11th day of October 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza and in the event of rain, the Boone County Commission Chambers, by Mid-Missouri Peaceworks on November 11, 2018 from 12:00 pm to 3:30 pm.

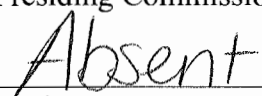
Done this 11th day of October, 2018.

ATTEST:

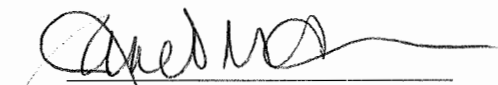

Taylor W. Burks
Clerk of the County Commission



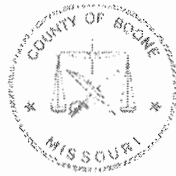
Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: Mid-Missouri Peaceworks

Address: 804 C.E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Hamm Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Armistice Day Centennial Commemoration

Description of Use (ex. Speaker, meeting, reception): indoor rain site for Memorial Gathering

Date(s) of Use: Nov. 11, 2018

Start Time of Setup: 12 noon Start Time of Event: 1 PM

End Time of Event: 3 PM End Time of Cleanup: 3:30 PM

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

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

Organization Representative/Title: Mark Hamm, Director

Phone Number: 573 875 0539 Date of Application: Oct. 2, 2018

Email Address: mail@midmopeaceworks.org

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

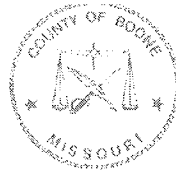
County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 10-11-18

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



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

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Mid-Missouri Peaceworks

Address: 804 C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim

Position in Organization: Director

Address: Same as above

City: _____ State: _____ ZIP Code _____

Phone: same Email: mail@midmopeaceworks.org

Event: Armistice Day Centennial Commemoration

Description of Use (ex. Concert, speaker, 5K): Memorial Gathering

Date(s) of Use: Nov. 11, 2018

Start Time of Setup: 12 noon

Start Time of Event: 1 PM (If start times vary for multiple day events, please specify)

End Time of Event: 3 PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 3:30 PM

Emergency Contact During Event: Laura Wacker Phone: 314-825-4444

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: No promoters. Usual grassroots publicity, e-mails, Facebook event, flyers, etc.

How many attendees (including volunteers) do you anticipate being at your event? 100

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. We have never had any safety issues in the past. Our attendees are peaceful, responsible citizens. Our expectation is that this event will be completely peaceful.

Further, our expectation is that this is likely a small event. In the unlikely event that we need to evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues. We will have a group of experienced volunteers who will help with any issues that might arise.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): N.A.

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?
 Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director

Address: 804-C. E. Broadway, Columbia, MO 65201

Phone Number: 573-875-0539 Date of Application: 10/2/18

Email Address: mail@midmopeaceworks.org

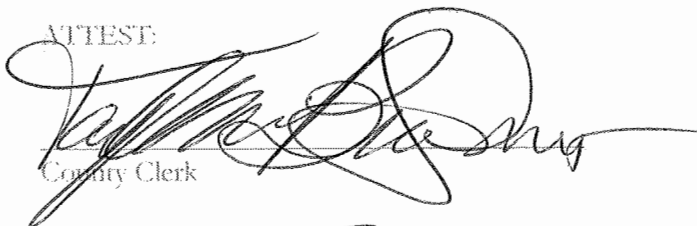
Signature: 

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

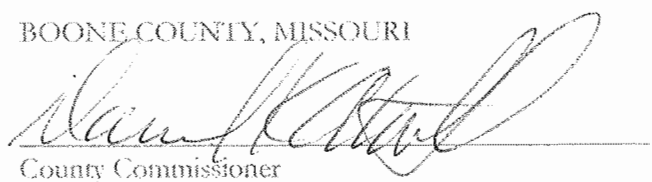
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

ATTESTE


County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: 10.11.18