

228-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

26th

day of

May

2020

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 FY20 Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding grant application submitted by the Sheriff's Department.

Done this 26th day of May 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name Boone County	Organizational Unit Sheriff	
Address 801 East Walnut Columbia, Missouri 65201-9064	Name and telephone number of the person to be contacted on matters involving this application German, Gary (573) 875-1111	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 43-6000350	7. TYPE OF APPLICANT County	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.034 CFDA Coronavirus Emergency Supplemental Funding TITLE: Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Boone County FY 2020 Coronavirus Emergency Supplemental Funding Formula Grant Budget Assistance Project	
12. AREAS AFFECTED BY PROJECT Boone County, Missouri		
13. PROPOSED PROJECT Start Date: January 20, 2020 End Date: January 19, 2022	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project M004	
15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$58,008	
Applicant	\$0	
State	\$0	
Local	\$0	

Other	\$0	This preapplication/application was made available to the state executive order 12372 process for review on 04/23/2020
Program Income	\$0	
TOTAL	\$58,008	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

Boone County Sheriff's Department

FY 2020 Coronavirus Emergency Supplemental Funding Program: 2020-H1207-MO-VD

Program Narrative:

This application is on behalf of the County of Boone in Columbia, Missouri. This application is submitted for the Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program.

The funding will support a variety of preparedness needs related to COVID-19 in Boone County, Missouri. Specifically, this funding will be utilized by the Boone County Sheriff's Department and Jail.

The County of Boone, specifically the Sheriff's Department, is applying for the grant. If awarded the County of Boone will receive \$58,008.00 of the award.

PROGRAM DESCRIPTIONS:

Facility, Jail and Vehicle Sanitizing Program:

Boone County, Missouri is a growing community with an estimated population of over 180,000 residents. The Sheriff's Department is authorized for 146 positions across the various branches. The Boone County Jail is capable of housing 246 detainees and process approximately 6000 arrestees a year.

In response to the COVID-19 pandemic the department implemented several new work processes aimed at limiting staff and detainee exposure to COVID-19. For example, controlled access to the facility enabling detention staff checking temperatures of those entering, controlled shipping and receiving protocols, issuing personal protective equipment (PPE) to staff, staff also made several sanitizing solutions, frequent disinfecting of all areas of the campus.

Like many agencies, the department had very limited, or no, COVID-19 supplies or PPE equipment on hand and rapidly worked to secure some supplies and equipment. If approved these funds would be utilized to properly sanitize work areas to include the jail, offices and vehicles.

Since March of 2020 the department has spent \$8,658.83 on sanitizing related equipment and supplies. The current items are just for initial needs and will not sustain a prolonged event, such as a detainee in the jail. The department is projecting Sanitizing needs over the duration of the grant totaling \$15,690.35

Standard Features and Benefits of proper Sanitizing equipment and supplies include, but is not limited to:

- Limiting risk of COVID-19 transmission
- Kills other germs and bacteria
- Cleaner work environment
- Protecting staff and detainee population by using-
 - Disinfectant sprays
 - Disinfectant wipes
 - Hand sanitizer solutions and dispensing stations
 - Alcohol wipes for equipment
 - Re-using and re-filling containers

If funding is approved, the Boone County Sheriff's Department plans to purchase needed PPE gear (based on current price estimates) through the county purchasing policies and contracts. This process helps ensure the funding is used efficiently and the cost of the services is appropriate.

Boone County Sheriff's Department Personal Protective Equipment (PPE) Program:

The Boone County Sheriff's Department has 146 members with varying amount of public contact. It is vital that staff be equipped with proper personal protective equipment (PPE). In

the event COVID-19 is introduced into the jail it will be paramount that staff and the detainee population be properly protected. In preparation for such an event the Boone County Jail has set aside a housing unit in hopes of limiting exposure.

If approved the department would utilize the monies from the Coronavirus Emergency Supplemental Funding Grant to purchase the PPE supplies needed. Existing funds do not allow for the acquisition of these supplies. The PPE supplies would consist of N95 masks, surgical masks, isolation gowns, full protective suits (such as Tyvek), goggles, full face shields, and thermometers.

Since March of 2020 the department has spent \$5,091.23 on PPE equipment. This equipment is just for initial needs and will not sustain a prolonged event, such as a detainee in the jail or a protracted and elevated number of cases in Boone County. Projecting PPE needs over the duration of the grant total \$27,311.32.

Standard Features and Benefits of proper PPE equipment include, but are not limited to:

- Limiting risk of COVID-19 transmission
- Protecting staff and detainee population
 - Nitrile gloves
 - Goggles, face shields
 - Protective gowns or Tyvek type suits
 - Shoe covers
 - Thermometers

If funding is approved under this grant application, the Boone County Sheriff's Department plans to purchase the outlined supplies to equip staff with the protective equipment they need to continue day to day duties by following county purchasing policies. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

Boone County Sheriff's Department Portable Incinerator Program:

Little Helios Portable Incinerator:

The Boone County Sheriff's Department is generating varying amounts of medical waste and may need to dispose of contaminated articles. The department would utilize the Little Helios portable incinerator to properly destroy of these waste items. The department currently does not have the ability to incinerate these types of items. Access to such an item would allow for timely and efficient disposal of potentially contaminated PPE gear and clothing items.

Standard Features and Benefits of the Little Helios portable incinerator include, but are not limited to:

- Portable comes with a dolly setup
- Easy load charging port
- Includes stirring rod
- Comes with PPE gloves
- Uses standard 55 gallon metal barrel for ease of replacement
- Utilizes standard household 120v
- Uses readily available wood or charcoal

If funding is approved under this grant application, the Boone County Sheriff's Department plans to purchase two (2) Little Helios portable incinerators utilizing Boone County's purchasing policies. This process helps ensure the funding is used efficiently and the cost of the product is appropriate. The anticipated cost of this program is \$10,000.00.

PERFORMANCE MEASURES:

The Boone County Sheriff's Department is required by Department Policy or State Law to maintain records on various different levels of incidents. This requirement will allow us to query existing data and measure the results of the work performed with the equipment gained from this funding request. The department currently follows grant reporting guidelines and has proficiency in accurate and timely reporting.

CLOSING:

The Boone County Sheriff's Department will be responsible for the application, drawdown and responsible for fulfilling all reporting requirements of this grant program. The Sheriff's Department was chosen for this due to their experience handling JAG funds.

The tracking and reporting of all monies received and disbursed relating to this grant will be accomplished through the use of separate funds and/or accounts established for such purposes. All monies received from this grant will be recorded, tracked and reported in such a manner as to identify and account for them separately from other County resources.

Since this funding will go toward equipment and supplies, the department plans to start work on these programs immediately. As soon as the grant program funds have been received a Budget Amendment proposal will be routed through a public hearing at a regular Commission meeting to approve the spending as outlined in this grant application.

The assistance of these grant funds will allow Boone County to purchase much needed personal protective equipment and sanitizing supplies that would otherwise not be attainable with our current budget. On behalf of Boone County, we would like to thank the Bureau of Justice Assistance Coronavirus Emergency Funding Grant program, and the reviewers, for this opportunity. The economy has been strong, but revenue has declined over the last 2 years because of lost sales tax via online sales. In addition, the true economic impact from the pandemic is unknown at this point. During this unique time, we have worked hard at maintaining a certain level of customer satisfaction; however, the budgetary impact directly related to the pandemic is proving to be a large hurdle. The grant funds will certainly assist our current budget and allow this agency to focus on the community, employee and detainee health moving forward and work through additional needs in future budget years.

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
 (DOJ Financial Guide, Section 3.10)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
<i>Total(s)</i>						\$0	\$0	\$0

Narrative

Purpose Area #4

B. Fringe Benefits						
Name <i>List each grant-supported position receiving fringe benefits:</i>		Computation <i>Show the basis for computation.</i>				
		<i>Base</i>	<i>Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
				\$0		\$0
				<i>Total(s)</i>	\$0	\$0
Narrative						

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
<i>Total(s)</i>								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	<i># of Items</i>	<i>Unit Cost</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
Safety Glasses	17	\$3.00	\$51		\$51
Thermometers	11	\$44.30	\$488		\$488
Portable Incinerator	2	\$5,000.00	\$10,000		\$10,000
			<i>Total(s)</i>	\$10,539	\$0
Narrative					

Purpose Area #4

E. Supplies						
Supply Items	Computation					
<i>Provide a list of the types of items to be purchased with grant funds.</i>	<i>Describe the item and compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>					
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request	
Sprayers	9	\$70.00	\$630		\$630	
N95 Masks	2500	\$7.90	\$19,750	\$1,403	\$18,347	
Contamination Shoe covers	1000	\$0.25	\$250		\$250	
Surgical Masks	5000	\$0.90	\$4,500		\$4,500	
Face Shields	805	\$2.16	\$1,739		\$1,739	
Tyvek protective suit with hood	500	\$12.00	\$6,000		\$6,000	
Protective Gowns	500	\$3.46	\$1,730		\$1,730	
Batteries	68	\$1.80	\$123		\$123	
Disinfectant solution 5 gallons	12	\$335.00	\$4,020		\$4,020	
Alcohol/disinfectant wipes	1	\$3,100.00	\$3,100		\$3,100	
Hand Sanitizer Gel or Liquid various sizes	1	\$7,030.00	\$7,030		\$7,030	
			Total(s)	\$48,872	\$1,403	\$47,469
Narrative						

Purpose Area #4



Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item).</i>				
		<i># of Items</i>	<i>Cost</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
				\$0		\$0
				Total(s)	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)										
Description			Purpose			Consultant?				
<i>Provide a description of the activities to be carried out by subrecipients.</i>			<i>Describe the purpose of the subaward (subgrant)</i>			<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
						<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>		
								\$0		
						<i>Total(s)</i>	\$0	\$0	\$0	
Consultant Travel (if necessary)										
Purpose of Travel		Location	Type of Expense		Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>		<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			<i>Cost</i>	<i>Duration or Distance</i>	<i># of Staff</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>		
						\$0		\$0		
						<i>Total</i>	\$0	\$0	\$0	
Narrative										
H. Procurement Contracts										
Description			Purpose			Consultant?				

Purpose Area #4

List and describe items that will be paid with grants funds (e.g., rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).

Show the basis for computation

	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Narrative	Total(s)						
	\$0						

Purpose Area #4

<i>J. Indirect Costs</i>						
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation- <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
				\$0		\$0
<i>Total(s)</i>				\$0	\$0	\$0
Narrative						

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U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382 (c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept

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OMB APPROVAL
NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
 - c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, 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.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 2020

County of Boone

} ca.

In the County Commission of said county, on the

26th

day of

May

2020

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 County Clerk's Office to account for funds received from the CARES Grant for Elections.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1133	3411	Election Activities	Federal Grant Reimburse		116,292
1133	23005	Election Activities	Election Supplies		116,292
					232,584

Done this 26th day of May 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner



Secretary of State's Office
Elections Division
PO Box 1767
Jefferson City, MO 65102
www.sos.mo.gov

2020 HAVA Coronavirus Aid, Relief and Economic Security (CARES) Act Grant Agreement

This Agreement is entered into between the Missouri Secretary of State's Office ("Secretary of State") and the Local Election Authority ("LEA") identified below. The effective date of this Agreement is the date signed by the Secretary of State. In consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

LEA Name (Grantee): Boone County Clerk

Grant Period: **Begins on Secretary of State Official's signature date in Execution section below**
End Date is December 31, 2020

Grant Award Amount: \$ 116,292.00

Final Financial Status Report Due: **January 6, 2021**

I. Purpose

The purpose of this grant is to provide assistance to Local Election Authorities for expenses related to the COVID-19 pandemic, specifically to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle. The grant is for the 2020 federal elections, which are the August 2020 primary election and the November 2020 general election.

Due to receipt of federal funds, the LEA must sign and submit the Standard Certifications (Attachment A) with this grant agreement.

II. General Instructions

- This grant is subject to appropriation and cash availability.
- Sign, scan and email grant agreement to the Secretary of State along with the signed Standard Certifications page (Attachment A).
- A copy will be sent back to the LEA.
- The grant period will begin on the date the grant agreement is signed by an authorized official of the Secretary of State.
- Costs cannot be incurred prior to March 28, 2020.
- Costs cannot be incurred after December 31, 2020.

III. CFDA Number

- The CFDA number associated with this grant is 90.404.
- 83.33% of the grant will be federal funds. 16.67% of the grant will be state funds.
- The federal portion of the amount received must be reported on your Schedule of Expenditures of Federal Awards (SEFA).

IV. Audit and Accounting

- The LEA shall comply with the Single Audit Act, as amended, an OMB Circular No. A-133.
- The LEA shall use adequate fiscal control and accounting procedures to disburse properly all funds provided by the Secretary of State pursuant to this Agreement.
- The LEA shall deposit funds provided pursuant to this Agreement in an interest bearing account and use any accrued interest from the account for the work and services to be provided pursuant to this Agreement.
- The LEA shall retain, for not less than 4 years from the termination date of the grant period, records documenting the expenditure of all funds provided by the Secretary of State pursuant to this Agreement. The LEA shall provide the Secretary of State with reasonable on-site access to any records so retained.

V. Allowable Uses of Funds

Grant funds shall only be used to prevent, prepare for, and respond to coronavirus for the 2020 federal elections, which are the August 2020 primary election and the November 2020 general election. Allowable uses include, but are not limited to:

- Supplies – electronic poll books, additional voting equipment (including high speed or central count tabulators), additional computers and/or laptops, installation of absentee ballot boxes, protective shields (example: Plexiglass type of screen between voter and poll worker on a table top), cleaning and disinfecting supplies, hand sanitizer, plastic bottles for hand sanitizer, gloves, masks, stylus pens for electronic poll books, or pens for each voter that are dropped in a container after use for sanitizing, costs specific to rental of buildings, supplies, and/or additional needs.
- Staffing – increased hazard pay for poll workers and/or additional staffing needs related to the COVID-19 pandemic.
- Voting Processes - additional costs for printing and mailing ballots, automated letter opening, etc.
- Security and Training – pre- and post-election deep cleaning and disinfecting of polling places, staff and poll worker training on routine cleaning and disinfection of polling location areas and associated voting equipment, hand hygiene, and preventive actions at polling places, etc.
- Communications – notifying public of information concerning voting - not to include the normal publication requirements.

VI. Equipment

- Equipment purchased with the use of grant funds will be allowed based on the percentage used for elections; and
- Single year maintenance cost only, unless the vendor supplies written documentation showing a justifiable cost savings for a two year maintenance agreement.
- The LEA shall dispose of equipment purchased with HAVA funds in accordance with federal requirements.
- Maintenance, service, and warranty repairs of the qualifying equipment purchased pursuant to this agreement are the sole responsibility of the LEA. The LEA shall contact the manufacturer or vendor directly for maintenance, warranty, service and repair of the qualifying computer equipment.
- The LEA shall keep records and track equipment by:
 - serial or identification number;
 - source of the property;
 - name of the title holder;
 - acquisition date;
 - cost;
 - location;
 - use and condition of the property; and
 - disposal information.

VII. Payment and Reporting

- The LEA will receive the funds in advance; however, the CARES Act requires reporting on specific categories.
- Costs incurred after December 31, 2020 are NOT allowable.
- Vendor invoices must be detailed to clearly show what was purchased.
- Allowable expenses must be incurred on or after March 28, 2020.

A. Final Financial Status Report

The LEA must complete the attached Final Financial Status Report and submit it to the Secretary of State with a copy of invoices, proof of payment and any other payment documentation by January 6, 2021.

B. Delivery of Report

- The Final Financial Status Report and required documentation shall be delivered by U.S. mail to:
US Mail: Secretary of State, Elections Division
PO Box 1767
600 W Main
Jefferson City, MO 65102

Or by Email: elections@sos.mo.gov

VIII. Repayment of Grant Funds

- The Secretary of State may require repayment of a grant under this Agreement in FULL from any LEA failing to submit the Final Financial Status Report with all supporting documentation to the Secretary of State by January 6, 2021. Such repayment is due by January 31, 2021.
- Any LEA not using all the Grant funds as set forth in this Agreement shall repay such amounts, with any applicable interest earned, to the Secretary of State no later than January 31, 2021.

IX. Additional Terms and Conditions

- **APPLICABLE LAW.** This Agreement shall be construed according to the laws of the state of Missouri.
- **SUBCONTRACTING.** The LEA may subcontract work and services set forth in this Agreement, provided that the Secretary of State shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The LEA shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor for all expenses and liabilities incurred under the subcontract. The LEA shall follow all procurement requirements applicable under Missouri law, including but not limited to compliance with sections 285.525 to 285.550, RSMo.
- **AMENDMENTS.** Any change in this Agreement, whether by modification or supplementation, shall be accomplished by a formal written amendment signed and approved by the duly authorized representatives of the LEA and the Secretary of State,
- **INDEMNIFICATION.** The LEA shall be responsible for the acts, omissions to acts or negligence of the LEA, its agents, employees and assigns. To the extent allowed by law, and subject to any applicable sovereign immunity, the LEA shall hold harmless and indemnify the Secretary of State including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the LEA in connection with or in any way relating to this Agreement.
- **SOVEREIGN IMMUNITY.** The Secretary of State, the State of Missouri, its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.
- **INDEPENDENT CONTRACTOR.** The LEA, its agents, employees and assigns shall act in the capacity of an independent contractor in performance of this Agreement and not as an agent, employee or officer of the Secretary of State.
- **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- **EXECUTION.** This Agreement may be executed in counterparts, each of which shall constitute an original instrument and all of which together shall constitute one and the same Agreement. Facsimile or photocopied signatures shall be considered as valid signatures.

X. Execution

The Missouri Secretary of State's Office and the Local Election Authority agree to comply with the terms of this Grant Agreement, and all local, state and federal provisions and assurances required under this grant program as well as the Standard Certifications included in Attachment A to this Agreement. We will carry out the Grant Agreement according to the purpose stated above. We agree that all grant funds not returned will be expended as set forth in this Agreement. The LEA represents it is duly authorized to enter into this Agreement.

TALSH VINCENT

Authorized Representative of Secretary of State
(type or print)

Tish Vincent

Signature, above official

4/27/2020

Date signed

Brianna L. Lennon

Authorized Representative of LEA
(type or print)

B. Lennon

Signature, above official

4/24/20

Date signed

Boone County

Local Election Authority
(type or print)

801 E Walnut, Rm 236

Mailing Address
(type or print)

Columbia, MO 65201

City, State, Zip Code
(type or print)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

26th

day of

May

20 20

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 Extension Agreement and Letter of Credit between Boone County and Tompkins Homes and Development.

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

Done this 26th day of May 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

EXTENSION AGREEMENT
\$21,820.14 Letter of Credit – Rokes Bend Southwest Private Drive

THIS AGREEMENT, effective June 26, 2020, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Tompkins Homes and Development, herein “Tompkins.”

WHEREAS, Tompkins is constructing a private drive, Rokes Bend Southwest Private Drive, herein “Project”; and

WHEREAS, Central Bank of Boone County has issued an Irrevocable Letter of Credit to the County on behalf of Tompkins, dated June 26, 2017, in the amount of \$21,820.14, to secure stormwater improvements associated with the development; and

WHEREAS, said Stormwater Erosion and Sediment Control Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on June 26, 2020; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to June 26, 2021.

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

1. Commission Order 309-2017 and the Stormwater Erosion and Sediment Control Security Agreement dated June 9, 2017, approving infrastructure security in the form of a letter of credit in the amount of \$21,820.14, with an expiration date of June 26, 2018, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the June 26, 2017 Letter of Credit such that the new expiration date will be June 26, 2020.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated June 9, 2017, 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.

TOMPKINS HOMES & DEVELOPMENT:

By:



Printed Name: Mike Tompkins

Title: President

BOONE COUNTY:

Commission Order: 309-2017

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

APPROVED BY:



Bill Florea, Director
Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

13th

day of

July

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Tompkins Homes & Development 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 13th day of July, 2017.

ATTEST:

Art Auer
Art Auer
Interim Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: June 9, 2017

Developer/Owner Name: Tompkins Homes & Development
Address: 6000 S. Hwy KK Columbia, MO 65203

ORIGINAL

Development: Rokes Bend Southwest Private Drive

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 Rokes Bend Southwest Private Drive. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on February 21, 2017.
- 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 9th day of June 2019, 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 \$21,820.14, 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

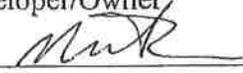
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within 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 June 9, 2019, 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 June 9, 2019, 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:

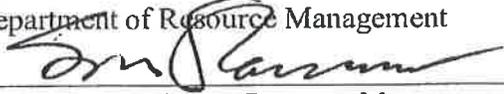
By: 

Printed Name: Mike Tompkins

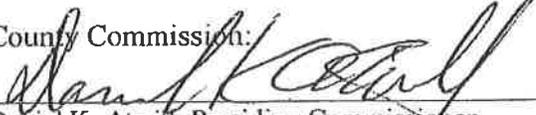
Title: President of Tompkins Homes & Development

BOONE COUNTY, MISSOURI:

Department of Resource Management


Stan Shawver, Director Resource Management

County Commission:


Daniel K. Atwill, Presiding Commissioner

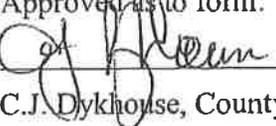
Attest:

 Interim
Wendy S. Noren, Boone County Clerk
Art Auer DKB

County Treasurer


Tom Darrough, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT

NO. 151886-0399

DATE: June 26, 2017

Amount: \$21,820.14

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 **Central Bank of Boone County** for the account of Tompkins Homes and Development, Inc., up to an aggregate amount of \$21,820.14 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 **Central Bank of Boone County** Letter of Credit #151886-0399 Dated 06/26/17."

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 June 26, 2018, provided further that upon such expiration, either at June 26, 2018, 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 **Central Bank of Boone County** 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,

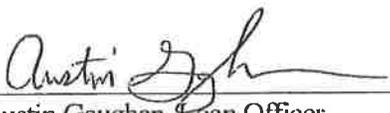
By:  _____
Austin Gaughan, Loan Officer

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

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Austin Gaughan, Commercial Banking Officer

Re: **Central Bank of Boone County** Letter of Credit No.: **151886-0399**
Dated: 06/26/17
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and Development Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **151886-0399** (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

Attest:

APPROVED BY:



Stan Shawver, Director Resource Management

Wendy S. Noren, Boone County Clerk
Commission Order: _____

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

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Austin Gaughan, Commercial Banking Officer

Re: **Central Bank of Boone County** Letter of Credit No.: 151886-0399
Dated: 06/26/17
In Favor of Boone County, Missouri on behalf of **Tompkins Homes and
Development Inc.**

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:



Stan Shawver, Director, Planning & Building

Attest:

Wendy S. Noren, Boone County Clerk

Commission Order: _____