

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

4th

day of

June

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 Contract Amendment Number Three to Contract 08-01MAR16 – On-Line Computer Legal and General Research Services.

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 Three.

Done this 4th day of June 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

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: May 26, 2020
RE: Amendment #3 to Contract #08-01MAR16 – On-Line Computer Legal and General Research Services

Amendment #3 to Contract #08-01MAR16 – On-Line Computer Legal and General Research Services that was awarded June 30, 2016 (Commission Order 314-2016) is being amended to add an additional renewal option to cover the subscription agreement terms. All other terms, conditions, and prices of the original agreement as previously amended remain the same.

The following Department/Account codes will be used:

- 1261 - Prosecuting Attorney/70100 – Software Subscriptions \$15,144.00
- 1126 - County Counselor Office/22500 - Subscriptions/Publications: \$7,241.04

/lp

cc: Contract File

**CONTRACT AMENDMENT NUMBER THREE
PURCHASE AGREEMENT 08-01MAR16
FOR
ON-LINE COMPUTER LEGAL AND GENERAL RESEARCH SERVICES
- TERM AND SUPPLY**

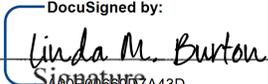
The Agreement **08-01MAR16** dated the 30th day of June 2016 made by and between Boone County, Missouri and **West Publishing Corporation d/b/a West, a Thomson Reuters Business**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

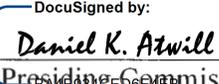
- 1. **REPLACE** paragraph #3 in the original agreement with the following:
 - 3. **Contract Duration** - This agreement shall be for the period **July 1, 2016 through June 30, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **five (5) additional one-year periods, i.e., to terminate 6/30/2022** subject to the pricing clauses in the Contractor’s Subscription Agreement Order ID Q-00351256 for the Boone County Prosecuting Attorney’s Office (incorporated into the contract by Amendment Number One) and Subscription Agreement Order ID Q-00493019 for the Boone County Legal Office (incorporated into the contract by Amendment Number Two).
- 2. The attached e-mail dated **May 19, 2020 from David Owens** on behalf of the Contractor is incorporated into the contract.
- 3. All other terms, conditions, provisions and prices of the original agreement, as previously amended, 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.

**WEST PUBLISHING CORPORATION
DBA
WEST, a THOMSON REUTERS BUSINESS**

**BOONE COUNTY, MISSOURI
BY: BOONE COUNTY COMMISSION**

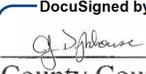
By:  _____
Signature

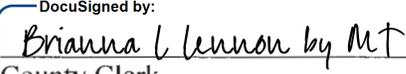
By:  _____
Presiding Commissioner

By: SSCMC
Printed Name/ Title

APPROVED AS TO FORM:

ATTEST:

 _____
County Counselor

 _____
County Clerk

Commission Order: 248-2020
Date: 6/8/2020

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.)

1261/70100 - \$15,144.00
1126/22500 - \$7,241.04

DocuSigned by:
Gene E. Pitzer
by *NE*
Signature _____ Date 5/29/2020 Appropriation Accounts _____
EB91B524AAAC49D...

Liz Palazzolo

From: Owens, David (Government) <d.owens@thomsonreuters.com>
Sent: Tuesday, May 19, 2020 12:34 PM
To: Liz Palazzolo
Subject: Westlaw Contract Specifics
Attachments: Boone County Counselor Signed WL Agreement 2019.pdf; Boone County Prosecutor Signed Westlaw Agreement.pdf

Hi Liz,

Here are the specifics on the two Westlaw agreements.

Boone County Prosecutor – Acct 1000597713

Quote# 00351256

3-Year Agreement running from 4/1/19 – 3/31/22

Year 1	4/1/19 – 3/31/20	\$1529.87
Year 2	4/1/20 – 3/31/21	\$1606.36
Year 3	4/1/21 – 3/31/22	\$1686.68

Boone County Law Department – 1003881989

Quote# 00493019

3-Year Agreement running from 7/1/19 – 6/30/22

Year 1	7/1/19 – 6/30/20	\$591.59
Year 2	7/1/20 – 6/30/21	\$603.42
Year 3	7/1/21 – 6/30/22	\$615.49

Let me know if you need anything else.

David

This e-mail is for the sole use of the intended recipient and contains information that may be privileged and/or confidential. If you are not an intended recipient, please notify the sender by return e-mail and delete this e-mail and any attachments. Certain required legal entity disclosures can be accessed on our website:

<https://www.thomsonreuters.com/en/resources/disclosures.html>

CERTIFIED COPY OF ORDER

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June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

4th

day of

June

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 a request for authorization to temporarily deactivate position 776, Crime Victim Specialist, Department 1262 (Classification Code 502200, Range 37), and re-activate position 824, Victim Assistant (Classification Code 502100, Range 25), and authorizes the Prosecutor's Office to reverse this change at a later date. The Prosecutor anticipates requesting to convert the position back if the position becomes vacant or the employee in the position attains the qualifications necessary for the Crime Victim Specialist position. In the latter situation, the Prosecutor will request the change during the annual budget process.

Done this 4th day of June 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

4th

day of

June

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 a request for authorization to convert position 570, Control Room Officer PT Pool (Classification Code 900600, Range 28), Corrections, to a part-time, non-benefitted, Account Specialist III position (Classification code 100300, Range 25), to be budgeted for 400 hours a year.

Done this 4th day of June 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI



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June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

4th

day of

June

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 General Consultant Services Agreement between Boone County and Simon Oswald Associates, Inc.

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

Done this 4th day of June 2020.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this twenty-second (22nd) day of May 2020, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and SOA Inc (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2020 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2020. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional

services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within

thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

SIMON OSWALD ASSOCIATES, INC.

By 

Title President

Dated: May 22, 2020

APPROVED AS TO FORM:


County Attorney

APPROVED:


Director, Boone County Resource Management

BOONE COUNTY, MISSOURI

By Daniel Atwill

Presiding Commissioner

Dated: 6.4.20

ATTEST:


County Clerk

9. DISCIPLINE LIST:



Simon Oswald Associates, Inc.

2020 Discipline List

Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm

Discipline	Services Offered
Architecture	X
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	X
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	X
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

There is no documentation that they do what we consider planning. The planning they do is site planning and project management.

Reviewed by: 

HOURLY RATES SCHEDULE – 2020

Effective January 1, 2020, through December 31, 2020

Principal	\$185.00 per hour
Project Manager	\$150.00 per hour
Project Architect	\$130.00 per hour
Architect II	\$115.00 per hour
Architect I	\$105.00 per hour
Intern Architect IV	\$105.00 per hour
Intern Architect III	\$100.00 per hour
Intern Architect II	\$ 90.00 per hour
Intern Architect I	\$ 85.00 per hour
Project Interior Designer	\$110.00 per hour
Digital Technician/Illustrator	\$105.00 per hour
Project Administrator	\$ 75.00 per hour
Administrative Support	\$ 65.00 per hour
Undergraduate Students	\$ 55.00 per hour

REIMBURSABLE EXPENSES SCHEDULE

Rates subject to change after December 31, 2020

Travel	Current IRS mileage rate x 1.1 Other: 1.1 x direct cost
Mailing - Postage/Handling	1.1 x direct cost
International Long Distance Telephone	1.1 x direct cost
In-House Printing – Black & White	8 ½ x 11 = .15/sheet
In-House Printing – Color	8 ½ x 11 = .50/sheet
In-House Printing – Black & White – Large format	\$0.35/square foot
In-House Printing – Color – Large format	\$0.50/square foot
Outside Reproduction of Drawings, Specifications and Other Documents	1.1 x direct cost
Other Direct Items	1.1 x direct cost



Architecture
Interior Design
Planning
Sustainability

2801 Woodard Drive
Suite 103
Columbia, MO 65202
573.443.1407

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STATE OF MISSOURI

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June Session of the April Adjourned

Term, 2020

County of Boone

In the County Commission of said county, on the

4th

day of

June

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 Agreement and Performance Bond between the County of Boone and 40-J LLC & 40 & J Development LLC.

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

Done this 4th day of June 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

Stormwater Erosion and Sediment Control Security Agreement

Date: April 20, 2020

Developer/Owner Name: 40-J Farms LLC & 40 & J Development LLC
Address: 2101 W. Broadway, Ste 103
Columbia, MO 65203

Development: Midway USA 40/J Campus

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 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 Midway USA 40/J Campus. The SWPPP and ESC was prepared by Crockett Engineering Consultants on March 23, 2020.
- 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 13th day of April 2022, 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 \$303,627.90, 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:

- Corporate surety bond issued to Boone County

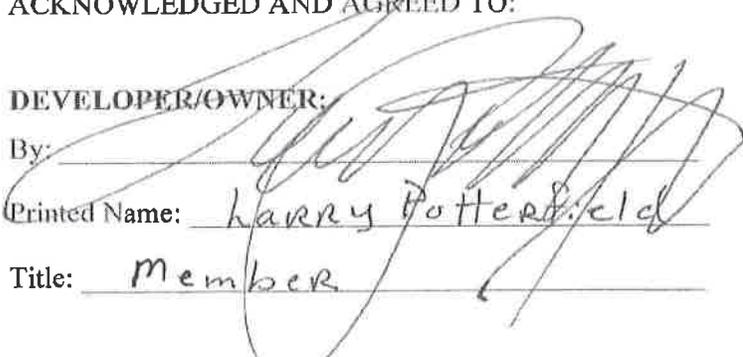
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within 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 corporate surety bond 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 April 13, 2022, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on April 13, 2022, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond 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: Harry Potterfield

Title: Member

BOONE COUNTY, MISSOURI:

Department of Resource Management



Stan Shawver, Director Resource Management

Bill Florza

County Commission:

Daniel Atwill

Daniel K. Atwill, Presiding Commissioner

Attest:



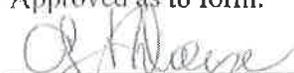
Brianna L. Lennon, Boone County Clerk

County Treasurer



Tom Darrough, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

40-J Farms LLC & 40 & J Development LLC

2101 W. Broadway, Ste 103, Columbia, MO 65203

as Principal, hereinafter called Developer, and Platte River Insurance Company

a Corporation, organized under the laws of the State of Nebraska

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in the amount of \$ 303, 627.90 Dollars, for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Developer has procured a Land Disturbance Permit LD1442 from the County of Boone

PROJECT NAME: Midway USA 40/J Campus
W. Hwy 40 & N. Rte J
Columbia, MO 65202

and, as a condition of said Land Disturbance Permit has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans, (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE DONDITION OF THIS OBLIGATION is such that, if Developer shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by Boone County.

Whenever Developer shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between

such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is completed on the subject site.

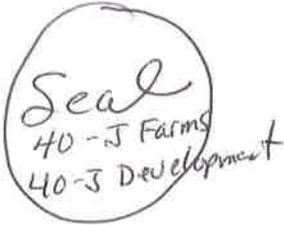
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

IN TESTIMONY WHEREOF, the Developer has hereunto set his hand and the Surety has caused these present to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at

Chicago, IL on this 18th day of May, 20 20

40-J Farms LLC & 40 & J Development LLC
(Developer)

(SEAL)



BY: [Signature]
Platte River Insurance Company
(Surety Company)

BY: Josefina Rojo
Josefina Rojo (Attorney-in-Fact)

(SEAL)

BY: John P. Harney
John P. Harney (Missouri Representative)

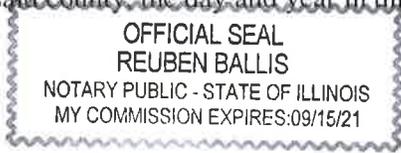
(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Josefina Rojo c/o Mesirow Insurance Services, Inc.
Phone Number: (312) 595 - 6525
Address: 353 N. Clark Street
Chicago, Illinois 60654

State of Illinois
County of Cook

On this 18th day of May 2020, before me personally appeared Josefina Rojo, known to me to be the Attorney-in-fact of Platte River Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.



(Seal)

Reuben Ballis

(Notary Public)

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

41391987

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JOHN P. HARNEY; JACQUELYN M. NORSTROM; JOSEFINA ROJO; MARY F. DOYLE -----
-----DOUGLAS M. SCHMUDE; PAMELA S. HIGGINBOTHAM; DOROTHY J. BALLIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE }

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE }

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of May, 20 20



Antonio Celii
Antonio Celii
General Counsel, Vice President & Secretary