

499-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

October Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

29th

day of

October

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 request to hire above the authorized transfer salary for position number 18, Road Maintenance Superintendent, and does hereby authorize an appropriation of \$60,340.00 for the salary of said position.

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached Request to Transfer Above the Authorized Transfer Salary Form.

Done this 29th day of October 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
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

**REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)
BOONE COUNTY Commission Order 146-2006**

*Description of form: To request approval to transfer above "ATS" (authorized transfer salary).
Procedure:*

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Chris Jennings Department 2040 - Road & Bridge

Position Title Road Maintenance Superintendent Position No. 18

Proposed Starting Salary (complete one only) Annual: 60,340.00 % of Mid-Point 98
OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 2

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Employees current salary exceeds FHR of Road Maintenance Superintendent position. Other Superintendents were promoted at 109% of midpoint (Commission order 294-2012). Employee has 21 yrs experience with 15 at Crew Leader and 5 at Supervisor. Employee is currently performing many functions of the Superintendents job.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: N/A

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?
No anticipated effects within or outside of the Road & Bridge Dept.

Additional comments: _____

Administrative Authority's Signature: [Signature] Date: 10/20/2020

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
Auditor's Signature: [Signature] Date: 10/20/20

Human Resource Director's Recommendations: The requested amount puts him in line w/ other similarly situated employees and does not cause internal wage cuts
Human Resource Director's Signature: [Signature] Date: 10/27/20

County Commission _____ Approve _____ Deny
Comment(s): _____

Presiding Commissioner's Signature: Daniel K. Atwill Date: 10-29-20
District I Commissioner's Signature: [Signature] Date: 10-29-20
District II Commissioner's Signature: [Signature] Date: 10/29/2020

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Term. 20 20

County of Boone

In the County Commission of said county, on the

29th

day of

October

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 Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Perche Ridge Plat 1.

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 29th day of October 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
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

Permanent Stormwater Management BMP Security Agreement

Date: October 19, 2020

Developer/Owner Name: Fred Overton Development, Inc.

Address: 2712 Chapel Wood View, Columbia, MO 65203

Development: Perche Ridge Plat No. 1

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 and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans 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 plans, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

Construct three (3) Bioretention Basins/Cells located on common lots C1 and C2 in accordance with the Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and authorized to proceed by Boone County on December 10, 2019.
- 3. Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the 1st day of November 2021, 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 \$70,512.00, 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 (check one):
- Cash deposit with County Treasurer
 - Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
 - Certificate of Deposit issued by FDIC insured bank for a term of ___ months
 - 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 selected form of security 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 the *Time for Completion date listed in 3 above*, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Developer. If no written proof has been provided to the financial institution issuing *the selected form of security in 4 above* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *the Time for Completion date listed in 3 above*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above 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: *Fred E. Barton Dev.*
Printed Name: Fred Barton
Title: Pres.

BOONE COUNTY, MISSOURI:

Department of Resource Management

[Signature]
Bibi Flores, Director Resource Management

County Commission:

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon
Brianna L. Lennon, Boone County Clerk *js*

County Treasurer

[Signature]
Tom Darrough, County Treasurer

Approved as to form:

[Signature]
C.J. Dykhouse, County Counselor



Central Bank of Boone County

IRREVOCABLE LETTER OF CREDIT

NO. 0126516-0599

DATE: October 22, 2020

Amount: \$70,512.00

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 Fred Overton Development, Inc., up to an aggregate amount of \$70,512.00 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 #0126516-0599 Dated 10/22/20."

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 in Exhibit "A", if presented to this bank on or before October 22, 2021, provided further that upon such expiration, either at October 22, 2021, 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

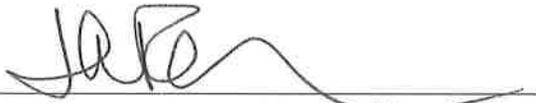
substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we 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:



Jaime Palmer, Assistant Vice President

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: Dawn Shellabarger, Vice President

Re: **Central Bank of Boone County** Letter of Credit No.: **0126516-0599**
Dated: 10/22/20
In Favor of Boone County, Missouri on behalf of **Fred Overton 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. **0126516-0599** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

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

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

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

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director Resource Management

Brianna L. Lennon, 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: Dawn Shellabarger, Vice President

Re: **Central Bank of Boone County** Letter of Credit No.: **0126516-0599**
Dated: 10/22/20
In Favor of Boone County, Missouri on behalf of **Fred Overton 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:

Attest:

Bill Florea, Director, Planning & Building

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

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STATE OF MISSOURI

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October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

29th

day of

October

20 20

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:

- Perche Ridge Plat 1, S19-T48N-R13W, R-S, Fred Overton Development, Inc., owner.
David T. Butcher, surveyor.

Done this 29th day of October 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 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

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County of Boone

In the County Commission of said county, on the

29th

day of

October

20 20

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

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation for roadway maintenance within Perche Ridge Plat 1.

Done this 29th day of October 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
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



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 * INSPECTION (573) 886-4339 * ENGINEERING (573) 886-4480

FAX (573) 886-4340

BILL FLOREA, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

MEMO

DATE: October 27, 2020

TO: Boone County Commission

FROM: Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *Jm*

RE: Recommendation for Roadway Maintenance Acceptance
Perche Ridge Plat 1

Commissioners,

Attached for your consideration for roadway maintenance acceptance are the New Roadway Construction Final Reports for the following roads within Perche Ridge Plat 1, Southeast Quarter of Section 19, Township 48 North, Range 13 West, Boone County Missouri:

- Tamarack Drive – 734 Feet
- Coats Lane – 790 Feet
- Swather Court – 411 Feet

These roads were constructed by Emery Sapp & Sons, Inc. for Fred Overton Development, Inc. in accordance with the approved construction plans designed by Crockett Engineering Consultants LLC.

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: **October 27, 2020**

Date letter requesting acceptance received: **October 5, 2020**

Development Name: **Perche Ridge - Plat 1**

Roadway Name: **Tamarack Drive**

Sheet **1** of **3**

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: **Concrete**

Roadway Width: **32' B-B**

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: **N/A**

Type of Material: **N/A**

Length of Roadway: **734'**

ROW Width: **50'**

Cul-de-sac Surface: **N/A**

Radius: **N/A**

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jelly McCam

10/27/20

Chief Engineer's Signature

Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: October 27, 2020

Date letter requesting acceptance received: October 5, 2020

Development Name: Perche Ridge - Plat 1

Roadway Name: Coats Lane

Sheet 2 of 3

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32' B-B

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 790'

ROW Width: 50'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jell McCam

Chief Engineer's Signature

10/27/20

Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: October 27, 2020

Date letter requesting acceptance received: October 5, 2020

Development Name: Perche Ridge - Plat 1

Roadway Name: Swather Court

Sheet 3 of 3

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Concrete

Roadway Width: 32' B-B

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 411'

ROW Width: 50'

Cul-de-sac Surface: Concrete

Radius: 40'

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: _____

Jell McCann

Chief Engineer's Signature

10/27/20

Date