

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

3rd

day of November

2020

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

Now on this day, the County Commission of the County of Boone does hereby award Contract 16-30SEP20E – Medical and Dental Care for Individuals Experiencing Homelessness to Compass Health, Inc.

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

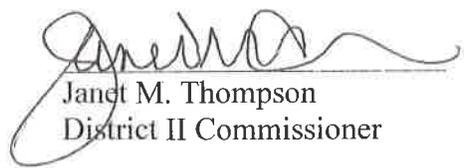
Done this 3rd day of November 2020.

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

STATE OF MISSOURI

} ss.

County of Boone

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

.....
Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of



AGREEMENT FOR PURCHASE OF SERVICES
Purchase of Emergency Service Contract
MEDICAL AND DENTAL CARE FOR INDIVIDUALS EXPERIENCING HOMELESSNESS
A COVID-19 PANDEMIC EMERGENCY SERVICES CONTRACT

THIS AGREEMENT dated the 3rd / day of November, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, hereinafter called "County" and **Compass Health, Inc.** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as Compass.

WHEREAS, as part of an amendment to the lease agreement dated December 27, 2006, between Boone County Hospital and Barnes Jewish Christian, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

WHEREAS, the County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community.

WHEREAS, Compass has submitted a quote to the County detailing the services and other supports to be provided along with the expected costs thereof; and

WHEREAS, the County has approved the quote in whole or in part as hereinafter set forth.

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY COMPASS

Compass is expected to the greatest extent possible to maximize funding from all other sources. Compass shall periodically, upon request, furnish to the County information as to its efforts to obtain such other sources of funding. Compass shall only request reimbursement for services not reimbursable by any other source. Compass shall not invoice the County for units of service invoiced to another funding source. Compass shall provide documentation and assurance to the County that requests for reimbursement from the Community Health Fund (CHF) is not a duplication of reimbursement from any other source of funding.

1. **County Funding Policy.** The County Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** Compass will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number **16-30SEP20E** (COVID-19), Compass's quote, Work Authorization, Insurance Certificate and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over Compass's quote.

3. **Purchase.** The County agrees to purchase from Compass and Compass agrees to furnish **Medical and Dental Care for Individuals Experiencing Homelessness**, as described and in compliance with the attached quote. Services/deliverables shall be provided as outlined in the attached quote and are separate from services provided through Compass's existing agreement through RFP #: 36-13SEP18. The total allowable compensation under this agreement shall not exceed **\$3,484.00** unless compensation for specific identified additional services is authorized and approved by the County in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through December 31, 2020 subject to the provisions for termination specified below. Compass agrees and understands that the County may require supplemental information to be submitted at the request of the County.

This contract may at the sole discretion of the County and with the agreement of Compass be renewed for additional funds for three-month periods by written order of the County. Compass agrees and understands that the County may require supplemental information to be submitted by Compass prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Description	Unit Measurement	Unit Rate	Proposed # of Units	Total Amount Requested
General Medical Care	1 visit	\$20.00	78	\$1,560.00
Dental Treatment	1 visit	\$74.00	26	\$1,924.00

All billing shall be invoiced to the County monthly by the 10th of the month following the month for which services were provided. The County agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of Compass, the County agrees to pay interest

at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The County shall utilize this agreement with Compass's quote to monitor service delivery and program expenditures. Compass agrees to submit to the County a monthly report with the monthly statement. Payments may be withheld from Compass if reports designated here are not submitted on time, until such time as the reports are filed and approved. Reporting shall include number of unduplicated individuals served, consumer demographics, and outcomes of individuals served.

8. **Audits.** Compass also agrees to make available to the County a copy of its annual audit within four months after the close of Compass's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the County requires that the management report of any audit as it relates to the County program activities be made available to the County as part of the required audit. Payment may be withheld from Compass, if reports designated here are not made available upon request.

9. **Monitoring.** Compass agrees to permit the County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and Compass's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, Compass hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the County or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CHF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event Compass requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the County for approval. A board resolution from Compass may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

OTHER TERMS OF THIS CONTRACT

11. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Community Health Fund shall be investigated in accordance with Compass's policies and procedures and in accordance with any local/state/federal regulations. Compass agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated allegations. Compass must comply with Missouri law regarding confidentiality of client records.

12. **Discrimination.** Compass will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. **CHF to be used for Services Provided.** Compass agrees that the CHF funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to Compass's provision of such services.

14. **Accreditation/Licensure/Certifications.** Compass must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. **Conflict of Interest.** Compass agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and Compass, and this shall include any transaction in Compass party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. **Subcontracts.** Compass may enter into subcontracts for components of the contracted service as Compass deems necessary within the terms of the contract. All such subcontracts require the written approval of the County or their designated representative. In performing all services under the resulting contract agreement, Compass and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** Compass agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Compass shall require each subcontractor to affirmatively state in its Agreement with Compass that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall

also require each subcontractor to provide Compass a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** Compass agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against Compass or any individual acting on the Compass's behalf, including subcontractors, which seek to enjoin or prohibit **Compass** from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If Compass ceases to be funded by the County or ceases to provide programs and services to address community health needs, pursuant to this contract, all capital equipment, materials, and buildings purchased with CHF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the Compass. In addition, if Compass no longer uses capital equipment, materials, or buildings purchased with CHF funds for its original intent, Compass will need County approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event Compass, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to Compass as set out herein. This contract will be terminated at the option of the County.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon seven (7) days written notice to the other party. In addition, this agreement may be terminated by the County upon seven (7) days' advance written notice for any of the following reasons or under any of the following circumstances:

a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or

b. The County may terminate this agreement if key personnel providing services are changed such that in the opinion of the County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the County, or

c. The County may terminate this agreement should Compass fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, Compass shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The County shall reimburse Compass for outstanding expenses incurred up to the date of termination, including

uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. Insurance Requirements. Compass shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. Worker's Compensation and Employers' Liability Insurance: Compass shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, Compass shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Compass.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. Comprehensive General Liability Insurance: Compass shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Compass shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

Compass shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of Compass in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to Compass.

c. **Professional Liability Insurance:** Compass is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

d. **Commercial Automobile Liability:** Compass shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Compass's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

23. **Indemnification.** To the extent permitted under Missouri law, Compass agrees to hold harmless, defend and indemnify the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Compass (meaning anyone, including but not limited to consultants having a contract with Compass or subcontractor for part of the services), or anyone directly or indirectly employed by Compass, or of anyone for whose acts Compass may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by Compass.** Compass shall notify the County of contact with the media regarding CHF funded programs or profiles of participants in CHF funded programs. Compass will acknowledge the County as a funding source whenever publicizing CHF funded program. Compass will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. Compass agrees to acknowledge the Community Health Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Compass. The County does not recognize any of the Compass's employees, agents, or volunteers as those of the County.

26. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

28. **Record Retention Clause.** Compass shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.



29. **Notice.** Any written notice or communication to the County shall be mailed or delivered to:

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Any written notice or communication to Compass shall be mailed or delivered to:

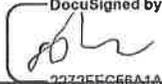
Compass Health, Inc.
Attn: Karen Cade, Vice-President, Central Region
1000 West Nifong, Building 6, Suite 220B
Columbia, Missouri 65203

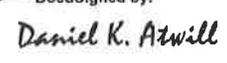
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Compass Health, Inc.

Boone County, Missouri

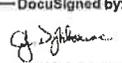
By: Boone County Commission

By: 
2273FEC66A1A4BB...
Signature
Peter Lyskowski
By: _____
Printed Name/Title


B4B034CE08E4E9...
Presiding Commissioner

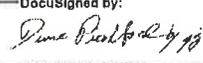
APPROVED AS TO FORM:

ATTEST:


7D71DEAEB9D74DD...
County Counselor


04E44C637698483...
County Clerk

AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


4176D1E0F13547B...
Signature
10/23/2020
Date
(2130/71100/\$3,484.00)
Appropriation Account

An Affirmative Action/Equal Opportunity Employer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the

3rd

day of

November

20 20

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 receive Election Efficiency Grant funds for purchase of scanners and printers for voter registration.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1132	3451	Election & Registration	State Reimb- Grant/Program		6,060
1132	31301	Election & Registration	Computer Hardware		6,060
					12,120

Done this 3rd day of November 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

STATE OF MISSOURI

} ss.

County of Boone

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

3rd

day of

November

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 Levee Agreement between Boone County and the Hartsburg Levee District regarding Hartsburg Bottom Road, Project Number BRO-B010(19).

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Boone County Commissioners are hereby authorized to sign said Agreement.

Done this 3rd day of November 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

STATE OF MISSOURI



ss.

County of Boone

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

.....
Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

Route: Hartsburg Bottom Road
County: Boone
Project No.: BRO-B010(19)

BOONE COUNTY COMMISSION LEVEE AGREEMENT

THIS AGREEMENT is entered into by Boone County (hereinafter "Commission"), whose address is 801 E. Walnut, Room 333, Columbia, Missouri 65201, and the Hartsburg Levee District (hereinafter "District"), whose address is 20401 S. Rt. A, Hartsburg Mo. 65039

WITNESSETH:

WHEREAS, the Commission owns certain Right of Way in Boone County; and

WHEREAS, the Commission desires and the District is willing to allow the Commission to remove the current bridge, build and maintain a new bridge in accordance with the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to allow the Commission to remove an existing bridge, construct a new bridge with minor roadway grading and rock blanket, maintaining the bridge and roadway within the County right of way. The location of the bridge and roadway is marked as "Exhibit A" which is attached hereto and incorporated herein as part of this agreement by reference.

(2) PLANS: The plans for the project are marked as "Exhibit B" which is attached hereto and incorporated herein as part of this agreement by reference, It is understood by both parties these plans represent the bridge size, elevations, and grading requirements and that details about reinforcing steel, guardrail, concrete, etc. may not be included but will be part of the final construction plans.

(3) RESPONSIBILITIES OF THE COMMISSION:

(A) The Commission shall be responsible for the construction and all maintenance of the bridge replacement project. Any modification of the levee will be by permit or letter of approval issued by the District and will be according to Missouri Department of Transportation (MoDOT) specifications.

(B) All costs associated with the construction and maintenance of the proposed bridge shall be borne entirely by the Commission with no additional costs to be incurred by the District.

(C) Not Used

(D) The Commission agrees to repair any damage to District Right of Way created by construction or maintenance of the bridge project.

(E) Not Used

(F) Not Used

(4) INDEMNIFICATION: Only to the extent allowed by Missouri law, the Commission shall defend, indemnify and hold harmless the District, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Commission's performance of its obligations under this Agreement

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the District and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) ASSIGNMENT: Neither party shall assign, transfer or delegate any interest in this Agreement without the prior written consent of the other party.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The District and Commission shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the District with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the District.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(11) ASSESSMENT: There shall be no change in District's assessments as a result of this project.

(12) SUCCESSORS AND ASSIGNS: The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including officers, employees, agents, servants, corporations, and any persons acting under, through, or for the parties agreeing hereto, including any subsequent levee or drainage district or other entity that assumes jurisdiction over the District's levee and attachments.

(13) NO INTEREST: By placing the bridge project on District easement, the District gains no property interest in the Commission's right of way whatsoever.

(14) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(15) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(16) AUTHORITY TO UTILIZE RIGHT OF WAY: The parties enter into this Agreement with full understanding that the District, to the best of its knowledge and belief, has the authority to grant the Commission permission to construct the bridge project pursuant to this Agreement. The District makes no representation that it has full fee simple title to the right of way which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the District did not have the authority to grant the Commission permission to construct the bridge project, the District will not be responsible for any damages, costs or other expenses incurred by the Commission in connection with this Agreement.

(17) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto, and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the District.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement. It is agreed that more than one copy of this document may be executed and that the original filed with the Boone County Clerk shall pursuant be deemed to be the controlling original.

(19) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

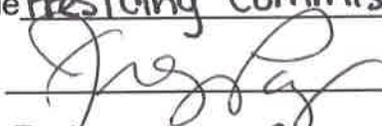
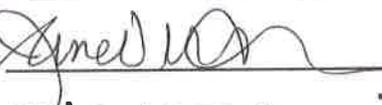
(20) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

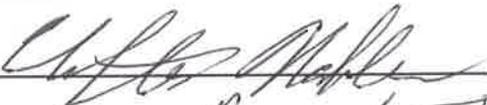
Executed by the District this 30th day of July, 2020.

Executed by the Commission this 3rd day of November, 2020.

BOONE COUNTY COMMISSION

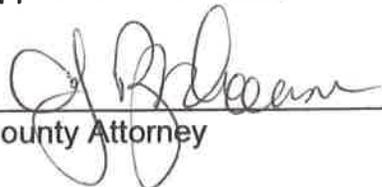
By 
Title Presiding Commissioner
By 
Title District I Commissioner
By 
Title District II Commissioner

HARTSBURG LEVEE DISTRICT

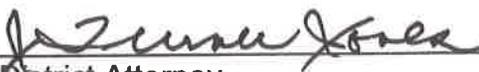
By 
Title President
ATTEST:
By 
Title Vice President

ATTEST: 
County Clerk

Approved as to Form:


County Attorney

Approved as to Form:


District Attorney

Residing Commissioner

District I Commissioner

District II Commissioner

ACKNOWLEDGMENT BY DISTRICT

STATE OF MISSOURI)
) SS
COUNTY OF Boone)

On this 30th day of July, 2020 before me appeared ORION Beckmeyer, to me personally known, who, being by me duly sworn, did say that he/~~she~~ is the PRESIDENT of the HARTSBURG Levee District and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed in behalf of said District, by authority of its Board of Aldermen; and said PRESIDENT acknowledged said instrument to be free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Karson Bullard
Notary Public

My Commission Expires: 1/30/22

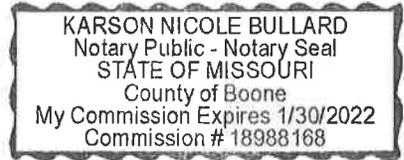
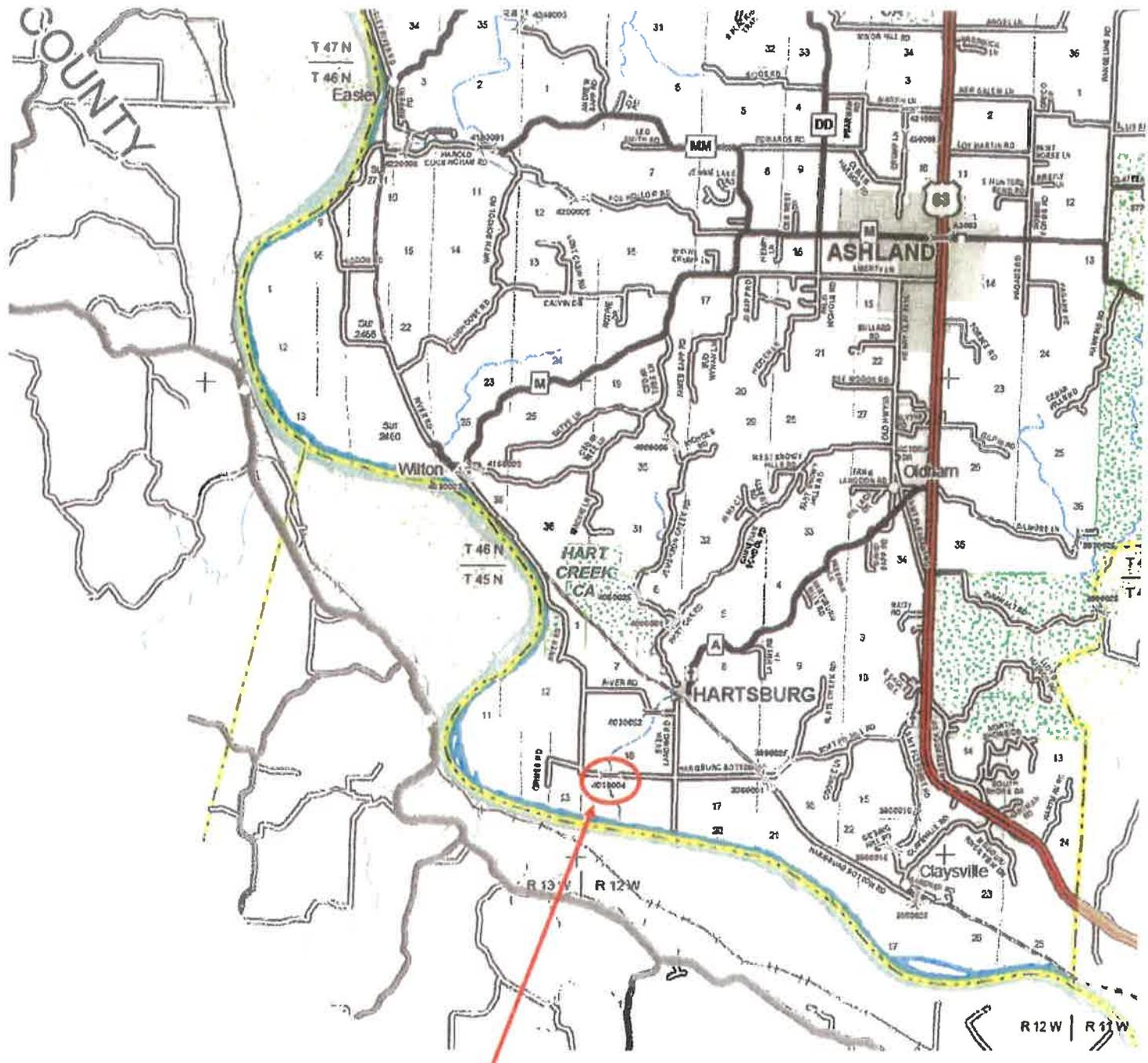


EXHIBIT A



**Boone Co Br No 4010004 on
Hartsburg Bottom Rd over Hart Creek
S18, T45N, R12W**

OFF SYSTEM BRIDGE REPLACEMENT PROGRAM

EXHIBIT B

COUNTY OF BOONE
 PROJECT # BRO-B010(19)
 BRIDGE NO. 40100041



COUNTY OFFICIALS

PRESIDING COMMISSIONER: DANIEL K. ATWILL
 ASSOCIATE COMMISSIONER: JANET THOMPSON
 ASSOCIATE COMMISSIONER: FRED PARRY
 COUNTY CLERK: BRIANNA LENNON

SUBMITTED & RECOMMENDED

CHIEF ENGINEER OF RESOURCE MANAGEMENT

JEFF MCCANN, P.E.

DATE

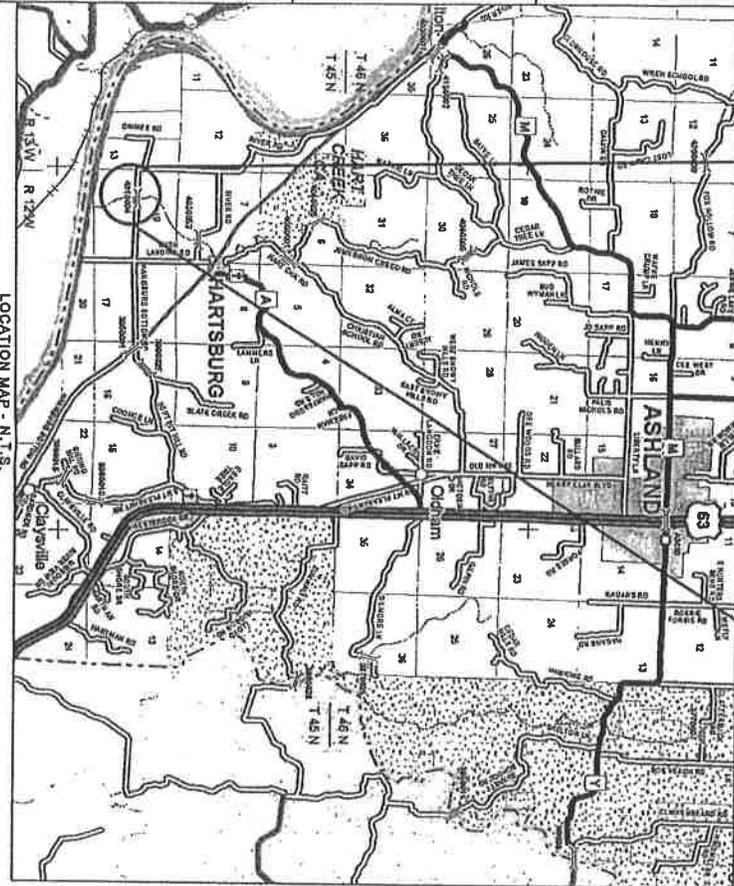
KEY MAP
 SHOWING LOCATION OF COUNTY



STA. 0+87.00

SECTION 18, TOWNSHIP 45 NORTH, RANGE 12 WEST
 CART ROAD NO. 401
 OVER HART CREEK
 24' GRADED EARTH, BRIDGE &
 CRUSHED STONE SURFACE
 IMPROVEMENTS LENGTH: 0.17 MI.

STA. 9+83.00



LOCATION MAP - N.T.S.

DESIGN DESIGNATION

A.D.T.-2019 = 113 A.D.T.-2038 < 215
 D = 50% V=35 mph T = 10%
 FUNCTIONAL CLASSIFICATION = RURAL LOCAL

INDEX OF SHEETS

- COVER SHEET..... 1
- GENERAL NOTES..... 2
- TRAFFIC CONTROL..... 3
- SOIL BORING..... 4
- PLAN & PROFILE..... 5-6
- GRADING PLAN..... 7
- EROSION CONTROL..... 8
- CROSS SECTIONS..... 9-10
- TYPICAL SECTION..... 11

PRELIMINARY
 ** NOT FOR **
 CONSTRUCTION

COVER SHEET
 OFF SYSTEM BRIDGE REPLACEMENT PROGRAM
 CART ROAD NO. 401 PROJECT #BRO-B010(19) BRIDGE #40100041
 BOONE COUNTY, MISSOURI

HOWE COMPANY, LLC
 804 E. PATTON STREET, MACON, MO. 63552
 OFFICE: 660-395-4693 FAX: 660-395-4694



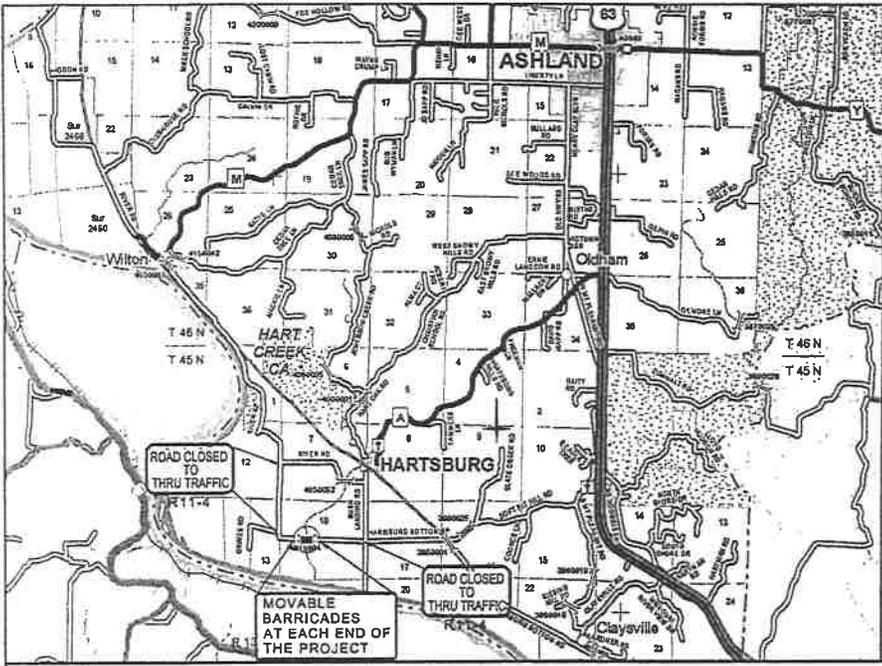
MISSOURI STATE CERTIFICATE OF AUTHORITY
 EXPIRES 06-30-2018
 SURVEYING #S-201481223

DATE	REVISION
DESIGNED BY: E. HOWE	
DRAWN BY: E. HOWE	
CHECKED BY: E. HOWE	
APPROVED BY: E. HOWE	
JOB NO. 190208	

1

SHEET 1 OF 11

No.	Description	Date	Appr.



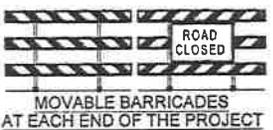
TRAFFIC CONTROL PLAN						
SIGN	SIZE (IN.)	AREA (SQ. FT.)	QUANTITY	TOTAL AREA (SQ. FT.)	SIGN LEGEND	MODOT EPG ARTICLE
R11-2	48x30	10	2	20	ROAD CLOSED	903.6.33
R11-4	60x30	12.5	3	37.5	ROAD CLOSED TO THRU TRAFFIC	903.6.33
CONSTR. SIGNS TOTAL SQ. FT.				57.5		

GENERAL NOTES

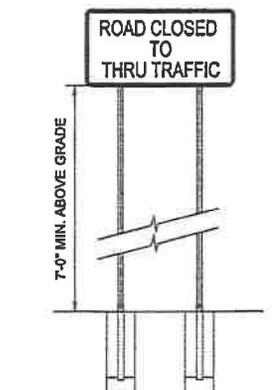
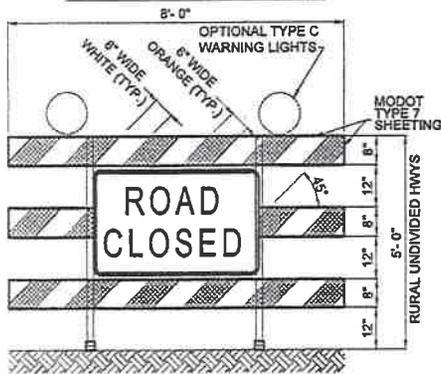
- TYPE III (THREE RAIL) BARRICADE CONFIGURATIONS ARE USED ON THE STATE HIGHWAY SYSTEM.
- WHEN A ROADWAY IS CLOSED, BUT ACCESS IS STILL ALLOWED FOR LOCAL TRAFFIC OR WORK VEHICLES, BARRICADES MAY BE OFFSET TO FACILITATE MOVEMENT INTO AND OUT OF THE CLOSED AREA.
- ONE TYPE III MOVABLE BARRICADE WILL BE REQUIRED TO COMPLETELY CLOSE EACH 8' OF PAVEMENT. PAVED SHOULDERS SHALL BE INCLUDED IN THE AREA TO BE CLOSED.
- SIGNS SHALL BE LIGHT WEIGHT (ROLL-UP OR PLASTIC) AND OBSCURE NO MORE THAN 50 PERCENT OF THE TOP 2 RAILS OR 33 PERCENT OF ALL THREE RAILS.
- TYPE C WARNING LIGHTS SHALL BE LIGHT WEIGHT (3.3 LBS. OR LESS) OR HAVE BATTERY PACK MOUNTED NO HIGHER THAN 18-INCH AND SHALL NOT COVER ANY PORTION OF THE BARRICADED FACE.
- IF SIGNS OR LIGHTS CANNOT MEET THE ABOVE REQUIREMENTS, THEY SHALL BE MOUNTED ON SEPARATE CRASHWORTHY DEVICES, LOCATED 7 TO 10 FEET BEHIND THE BARRICADE.
- EACH BARRICADE UNIT SHALL CONTAIN RAILS AUGMENTED WITH STRIPES OF ALTERNATING ORANGE AND WHITE RETROREFLECTIVE SHEETING ON THE SIDE FACING TRAFFIC.
- WHERE A BARRICADE ARRAY EXTENDS ENTIRELY OR PARTIALLY ACROSS A ROADWAY, THE STRIPES SHALL SLOPE DOWNWARD AT A 45° ANGLE ACROSS THE ENTIRE BARRICADE ARRAY IN THE DIRECTION TOWARD WHICH TRAFFIC MUST TURN OR PASS.
- WHERE BOTH RIGHT AND LEFT VEHICULAR MOVEMENTS ARE PROVIDED, THE STRIPES SHALL SLOPE DOWNWARD AT A 45° ANGLE ACROSS THE ENTIRE BARRICADE ARRAY IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE ARRAY.
- WHERE NO VEHICULAR MOVEMENTS ARE PROVIDED, THE STRIPES SHALL SLOPE DOWNWARD AT A 45° ANGLE ACROSS THE ENTIRE BARRICADE ARRAY TOWARD THE CENTER OF THE BARRICADE ARRAY.
- TYPE III MOVABLE BARRICADES SHALL BE ENTIRELY FREE STANDING AND PORTABLE. MARKING SHALL ONLY BE APPLIED TO THE FRONT OF EACH RAIL OR MAY BE APPLIED TO BOTH THE FRONT AND THE BACK OF EACH RAIL PROVIDED THE MARKING ON THE BACK DOES NOT CONFLICT WITH INTENDED OPPOSING TRAFFIC MOVEMENT.
- WHERE MARKING IS NOT PROVIDED ON THE BACKSIDE, STRIPS OF 3" WIDE MODOT TYPE 7 ORANGE SHEETING MAY BE APPLIED TO THE ENDS OF EACH RAIL TO HELP DELINEATE THE DEVICE.
- THE MATERIALS, COMPONENTS, AND INSTALLATION SHALL BE IN CONFORMANCE TO THE LATEST MUTCD.

THE ROAD WILL BE CLOSED TO THROUGH TRAFFIC BUT WILL REMAIN OPEN TO LOCAL TRAFFIC, ESPECIALLY LOCAL LANDOWNERS.

PRELIMINARY
** NOT FOR **
CONSTRUCTION



ROAD CLOSED R11-2
THE R11-2 SIGNS SHALL BE LOCATED AT THE BEGINNING AND END OF THE PROJECT AS SHOWN ON THE MAP - THIS SHEET



TRAFFIC CONTROL PLAN SHEET
OFF SYSTEM BRIDGE REPLACEMENT PROGRAM
CART ROAD NO. 401 PROJECT #BRQ-R010(19) BRIDGE #40100041
BOONE COUNTY, MISSOURI
HOWE COMPANY, LLC
804 E. PATTON STREET, MACON, MO. 63552
OFFICE: 960-395-4693 FAX: 660-395-4694

DATE:	FEBRUARY 2020
DESIGNED BY:	E. HOWE
DRAWN BY:	S. MOORE
REVIEWED BY:	E. HOWE
APPROVED BY:	E. HOWE
JOB NO.	19H3328

No. Description Date Appr.

Client: GRI
1000 W. Negro Blvd
Columbia, MO 65202
Telephone: 672-447-0282

PROJECT NAME: Boone County Bridge #40100041
PROJECT LOCATION: Johnson, Missouri
GROUND ELEVATION: 527.1 ASL
HOLE SIZE: 4"

DATE STARTED: 12/22/18
COMPLETED: 12/27/18

DRAWING CONTRACTOR: JCI
ROLLING METHOD: 4" SSA & Power Wash
LOGGED BY: GRI
CHECKED BY: L. H. HARRIS

AT END OF DRILLING: 14,000 LBS. 64.00 R
AT END OF DRILLING: Not Used
CUSTOMER APPROVAL: Not Used

NOTES: Standard field/soil description

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	PENETROMETER (psi)	UNC. COMP. (psi)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTENDING LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0		CLAYEY GRAVEL Brown, trace sand, trace silt	SP# 6	3-3.4	16					21		
1		GRANULY FAT CLAY Brown, trace sand and silt	SP# 11	3-3.3	200					23		
2		LEAN FAT CLAY Brown and gray, trace silt, trace sand, trace gravel, silt	SP# 18	1-1.1	220					33		
3		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 13	2-2.1	200					64		
4		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 14	11-14.18	180					27		
5		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 10	5-8.2	180					38		
6		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 11	3-3.4	170					23		
7		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 14	1-4.4	180					23		
8		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 17	10-4.10	190					25		
9		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 15	7-11.2	220					28		
10		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 10	1-7.4	180					11		
11		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 8	6-6.7	170					15		
12		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 9	6-6.7	170					13		
13		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 13	6-6.4	170					14		
14		CLAYEY SAND Gray, trace silt, trace gravel, trace to medium dense	SP# 14	6-6.4	170					14		

THE ENGINEERS SEAL ON THIS PAGE SIMPLY COVERS THE PLACEMENT OF THE SOIL BORING LOGS ONTO THIS PLAY SHEET. THE WORK ASSOCIATED WITH DRILLING, OBTAINING SOIL SAMPLES, AND DEVELOPING THE BORING LOGS IS THE RESPONSIBILITY OF PROFESSIONALS AT GROCKEY TESTING LAB. THE ENGINEER THAT SEALED THIS SHEET DOES NOT CLAIM ANY CREDIT OR RESPONSIBILITY FOR THE WORK PERFORMED BY GROCKEY GEOTECHNICAL TESTING LAB.

Client: GRI
1000 W. Negro Blvd
Columbia, MO 65202
Telephone: 672-447-0282

PROJECT NAME: Boone County Bridge #40100041
PROJECT LOCATION: Johnson, Missouri
GROUND ELEVATION: 527.1 ASL
HOLE SIZE: 4"

DATE STARTED: 12/22/18
COMPLETED: 12/27/18

DRAWING CONTRACTOR: JCI
ROLLING METHOD: 4" SSA & Power Wash
LOGGED BY: GRI
CHECKED BY: L. H. HARRIS

AT END OF DRILLING: 14,000 LBS. 64.00 R
AT END OF DRILLING: Not Used
CUSTOMER APPROVAL: Not Used

NOTES: Standard field/soil description

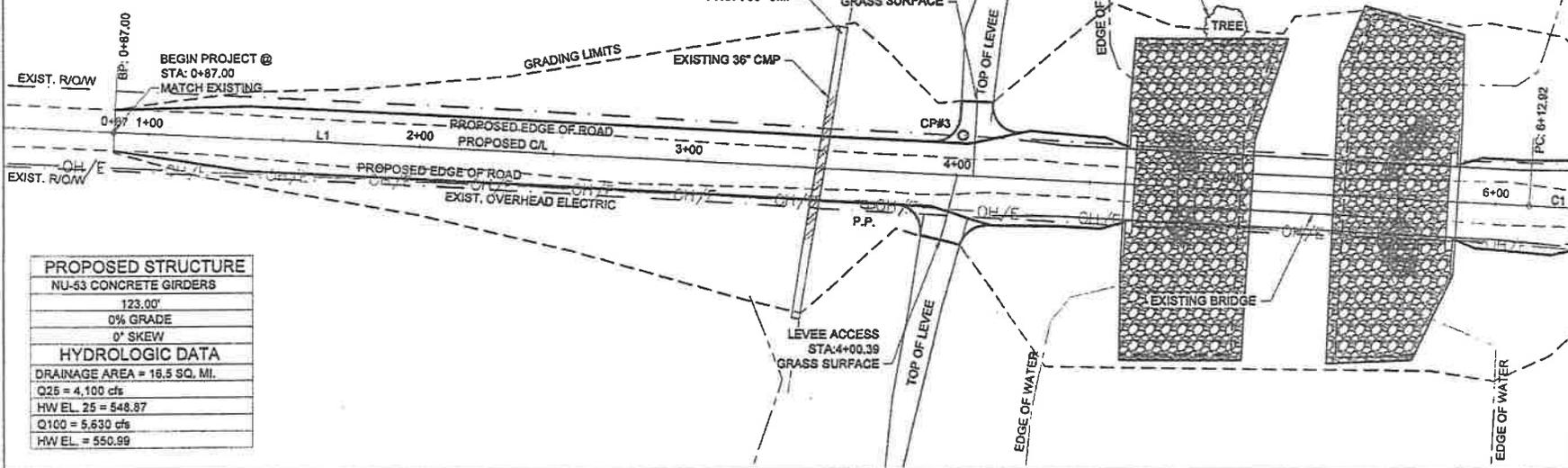
DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	PENETROMETER (psi)	UNC. COMP. (psi)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTENDING LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0		LEAN FAT CLAY Brown and gray, trace silt, trace sand, trace gravel, silt	SP# 1	3-3.4	160					28		
1		CLAYEY SAND Brownish gray, trace to white sand	SP# 4	3-1.1	170					15		
2		LEAN CLAY Gray, trace red stain, trace to white sand	SP# 7	3-4.3	170					38		
3		CLAYEY SAND Brownish gray, trace to white sand	SP# 3	3-4.3	170					38		
4		CLAYEY SAND Brownish gray, trace to white sand	SP# 5	6-3.3	180					36		
5		CLAYEY SAND Brownish gray, trace to white sand	SP# 8	3-3.4	180					35		
6		CLAYEY SAND Brownish gray, trace to white sand	SP# 14	4-4.3	170					37		
7		CLAYEY SAND Brownish gray, trace to white sand	SP# 12	4-4.4	170					38		
8		CLAYEY SAND Brownish gray, trace to white sand	SP# 11	6-6.7	170					38		
9		CLAYEY SAND Brownish gray, trace to white sand	SP# 9	10-13.10	190					25		
10		CLAYEY SAND Brownish gray, trace to white sand	SP# 18	15-13.10	220					25		
11		CLAYEY SAND Brownish gray, trace to white sand	SP# 14	7-10.18	180					23		
12		CLAYEY SAND Brownish gray, trace to white sand	SP# 8	5-7.4	170					8		
13		CLAYEY SAND Brownish gray, trace to white sand	SP# 6	10-13.4	190					17		
14		CLAYEY SAND Brownish gray, trace to white sand	SP# 9	11-10.18	200					13		
15		CLAYEY SAND Brownish gray, trace to white sand	SP# 13	6-6.4	170					13		
16		CLAYEY SAND Brownish gray, trace to white sand	SP# 14	6-7.4	170					10		

BORING LOG SHEET
OFF SYSTEM BRIDGE REPLACEMENT PROGRAM
CART ROAD NO. 401 PROJECT #BRO-B010(19) BRIDGE #40100041
BOONE COUNTY, MISSOURI

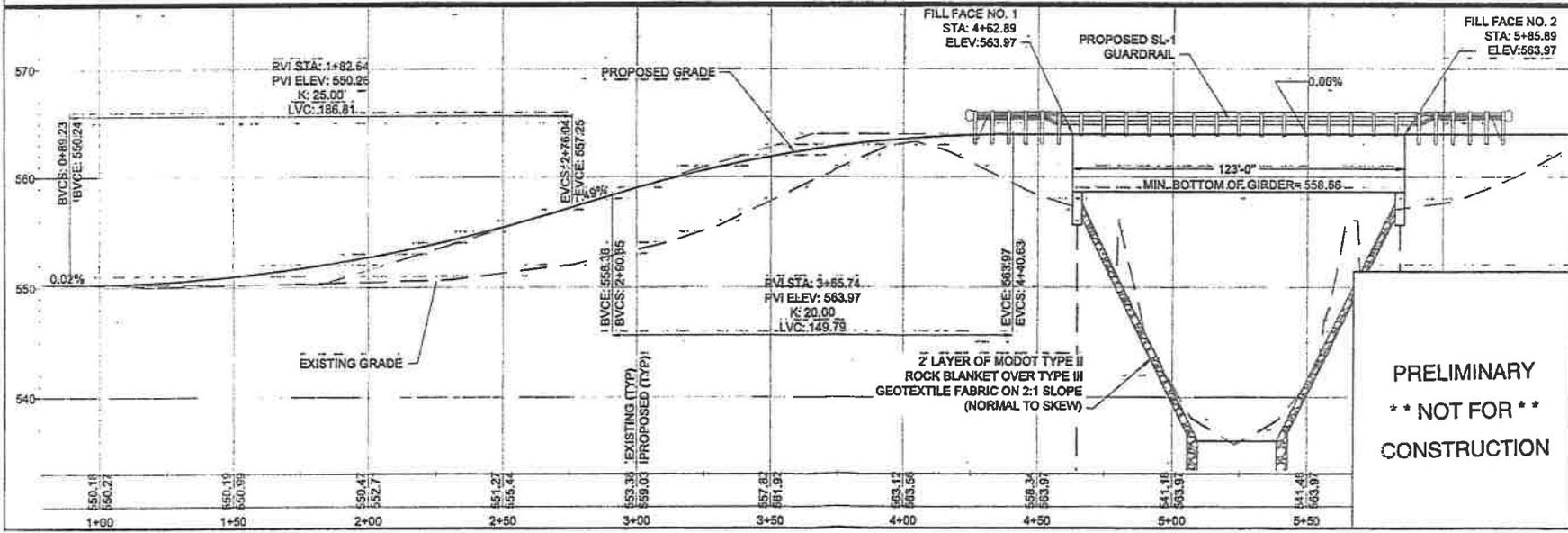
HOWE COMPANY, LLC
804 E. PATTON STREET, MACON, MO. 63552
OFFICE: 660-395-4693 FAX: 660-395-4694



No.	Description	Date	Appr.
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PROPOSED STRUCTURE	
NU-53 CONCRETE GIRDERS	
123.00'	
0% GRADE	
0° SKEW	
HYDROLOGIC DATA	
DRAINAGE AREA = 16.5 SQ. MI.	
Q25 = 4,100 cfs	
HW EL. 25 = 548.87	
Q100 = 5,630 cfs	
HW EL. = 550.99	



PLAN & PROFILE SHEET
OFF SYSTEM BRIDGE REPLACEMENT PROGRAM
BOONE COUNTY BRIDGE 40100041 BRD-50101(19)
BOONE COUNTY, MISSOURI
HOWE COMPANY, LLC
804 E. PATTON STREET, MACON, MO. 63552
OFFICE: 660-395-4693 FAX: 660-395-4694

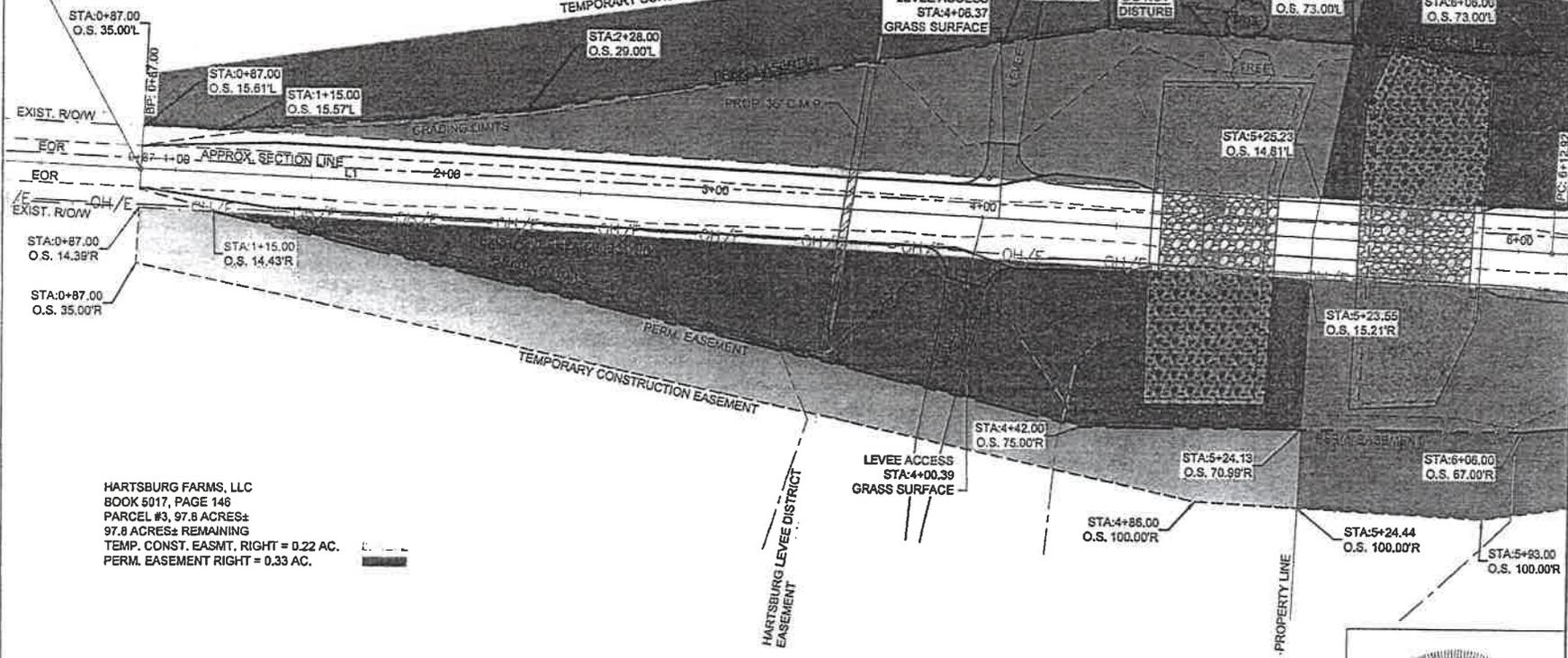
DATE: JULY 2020
DESIGNED BY: S. HOWE
DRAWN BY: S. HOWE
REVIEWED BY: S. HOWE
APPROVED BY: S. HOWE
JOB NO. 19H3328

No. Description
Date (Appr.)

CLIFTON NAHLER & LINDA NAHLER (H&W)
 BOOK 4077, PAGE 73
 PARCEL #1, 130 ACRES±
 130 ACRES± REMAINING
 TEMP. CONST. EASMT. LEFT = 0.30 AC.
 PERM. EASEMENT LEFT = 0.31 AC.

NW 1/4, SEC. 18 T45N, R12W

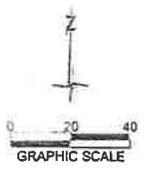
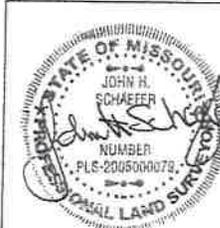
BEGIN CONSTRUCTION CENTERLINE AT A POINT THAT LIES
 S61° 21' 25" W A DISTANCE OF 5,231.85' FROM THE
 NORTHEAST CORNER OF SECTION 18, TOWNSHIP 45
 NORTH, RANGE 12 WEST OF THE FIFTH PRINCIPAL
 MERIDIAN, BOONE COUNTY, MISSOURI. STATION 0+87.00



HARTSBURG FARMS, LLC
 BOOK 5017, PAGE 146
 PARCEL #3, 97.8 ACRES±
 97.8 ACRES± REMAINING
 TEMP. CONST. EASMT. RIGHT = 0.22 AC.
 PERM. EASEMENT RIGHT = 0.33 AC.

SW 1/4, SEC. 18 T45N, R12W

LAND SURVEY MONUMENT:
 THE NORTHEAST CORNER OF S18, T45,
 R12W, BOONE COUNTY, MISSOURI; SAID
 POINT LYING 5,231.85', N61° 21' 25" E OF
 BEGINNING POINT CONSTRUCTION
 CENTERLINE STATION 0+87.00 AND LYING
 4,488.02' N55° 27' 00" E OF CONSTRUCTION
 CENTERLINE 9+83.00 AS ESTABLISHED BY
 MICHAEL L. KLASING ON FEBRUARY 9, 2011
 AND FILED WITH MODNR AS FOUND
 DOCUMENT #600-81315, BOONE COUNTY, MO



RIGHT-OF-WAY SHEET
 OFF SYSTEM BRIDGE REPLACEMENT PROGRAM
 BOONE COUNTY BRIDGE 40100041 BRO-8010(19)
 BOONE COUNTY, MISSOURI
 HOWE COMPANY, LLC
 804 E. PATTON STREET, MACON, MO. 63552
 OFFICE: 660-395-4693 FAX: 660-395-6694

Date: JUNE 2020
 Designed by: S. HOWE
 Drawn by: D. THORNDROW
 Reviewed by: S. HOWE
 Approved by: S. HOWE

JOB NO. 19H3029

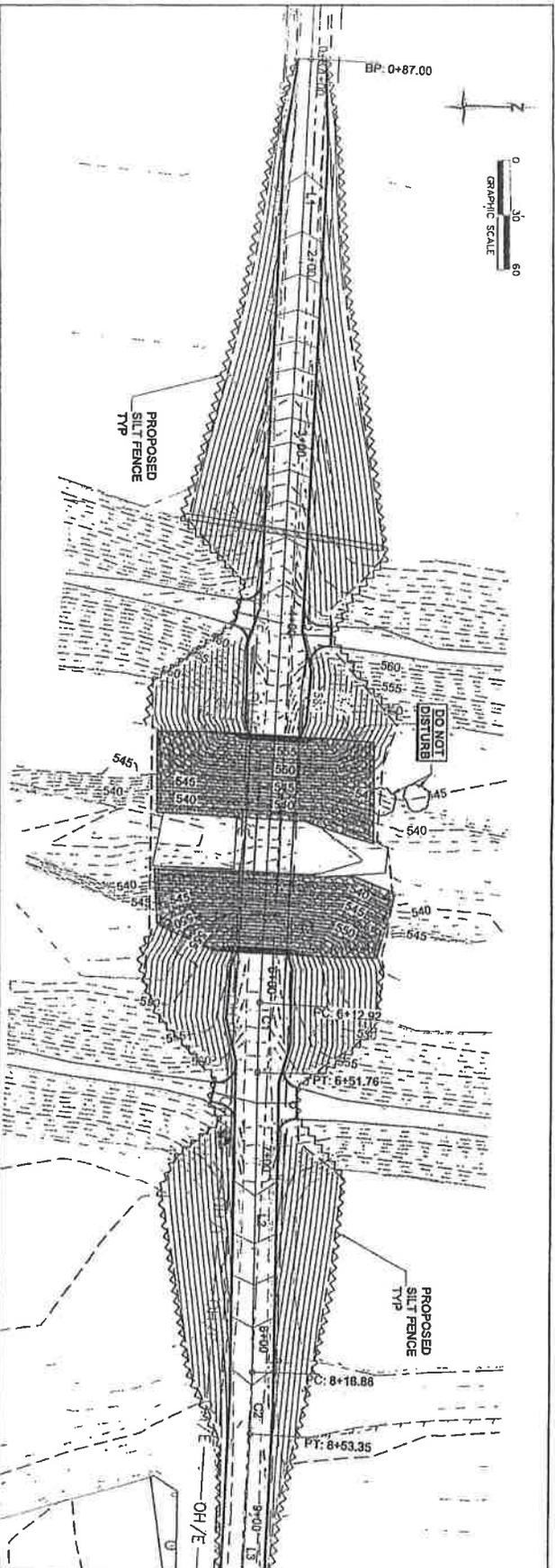
8

SHEET 8 OF 29

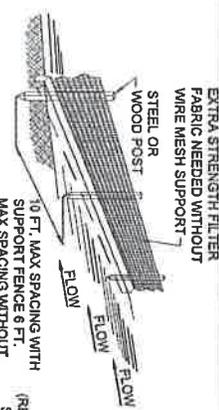
No.	Description	Date	Appr.

6-30-2020





EROSION CONTROL QUANTITIES
SILT FENCE = 1,724 FT

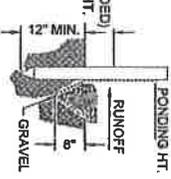


EXTRA STRENGTH FILTER FABRIC NEEDED WITHOUT WIRE MESH SUPPORT
 STEEL OR WOOD POST
 10 FT. MAX SPACING WITH SUPPORT FENCE & FT. MAX SPACING WITHOUT WIRE SUPPORT FENCE



STANDARD DETAIL
 TRENCH WITH NATIVE BACKFILL

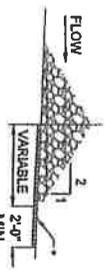
- NOTE:
- INSPECT AND REPAIR FENCE AFTER EACH WIND EVENT AND REMOVE SEDIMENT WHEN NECESSARY
 - REMOVED SEDIMENT SHALL BE CONTAINED AT THE SITE AND CAN BE PERMANENTLY STABILIZED.
 - SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY



ALTERNATE DETAIL
 TRENCH WITH GRAVEL

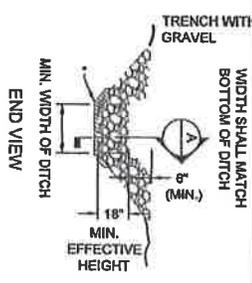
* GEOTEXTILE LINING MAY BE INSTALLED AS REQUIRED BY THE ENGINEER.

A CROSS SECTION THROUGH DITCH CHECK

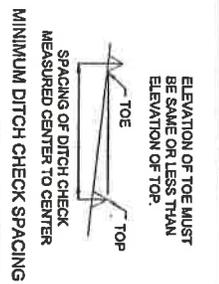


NOTE: ROCK DITCH CHECK IN THE CLEAR ZONE SHALL BE REMOVED OR LEVELED (IF ALLOWABLE) AFTER THE VEGETATION HAS SUFFICIENTLY MATURED TO PROTECT THE DITCH OR SWALE

ROCK DITCH CHECK



TRENCH WITH GRAVEL
 WIDTH SHALL MATCH BOTTOM OF DITCH
 MIN. WIDTH OF DITCH
 MIN. EFFECTIVE HEIGHT
 END VIEW



MINIMUM DITCH CHECK SPACING
 SPACING OF DITCH CHECK MEASURED CENTER TO CENTER
 ELEVATION OF TOE MUST BE SAME OR LESS THAN ELEVATION OF TOP
 2% CROSS SLOPE
 TURF MAT (TYP) 12 MONTH LIFE
 3:1 SLOPE
 TURF REINFORCED LINED DITCH

DITCH D/L	SPACING FOR SLOPE %	18" EFF. HEIGHT
0.5	300	100
1.0	150	75
1.5	100	60
2.0	75	50
2.5	60	45
3.0	50	42
3.5	45	40
4.0	42	38
4.5	40	37
5.0	38	36
5.5	37	35
6.0	36	34
6.5	35	33
7.0	34	32
7.5	33	31
8.0	32	30
8.5	31	29
9.0	30	28
9.5	29	27
10.0	28	26

PRELIMINARY
 ** NOT FOR **
 CONSTRUCTION

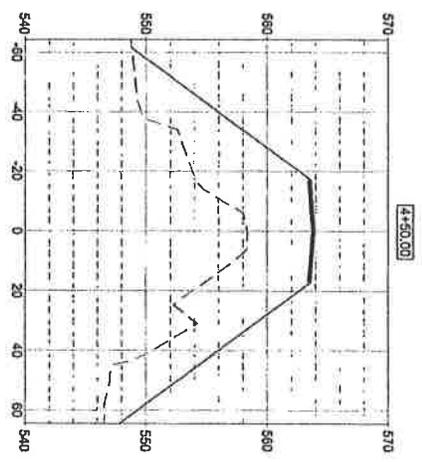
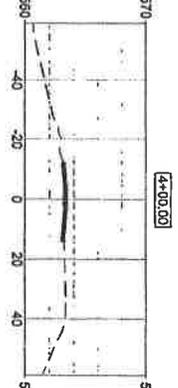
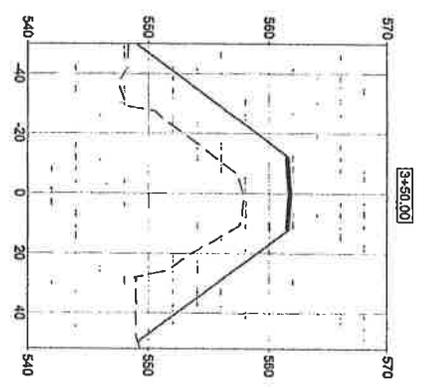
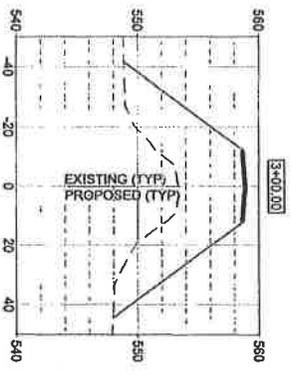
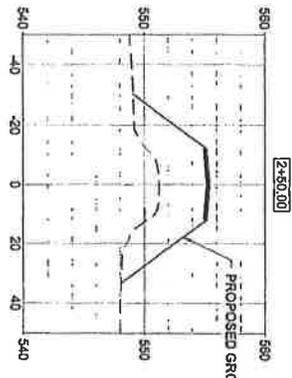
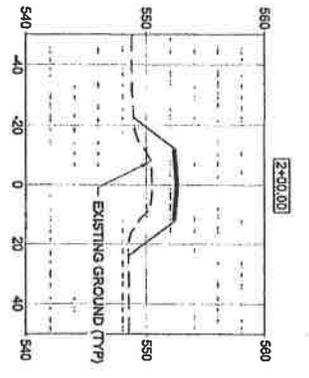
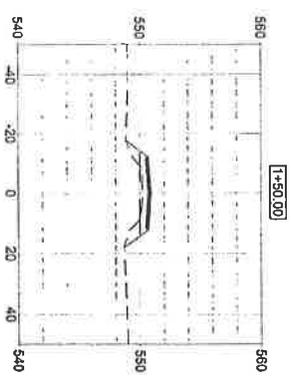
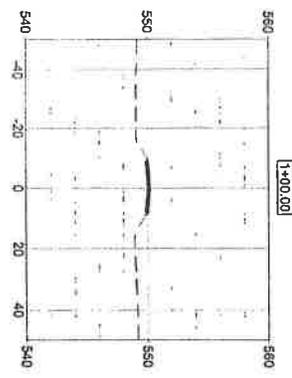
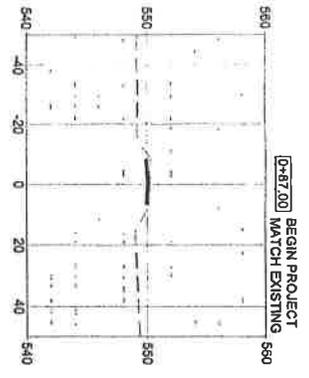
SHEET 10 of 29

10

EROSION CONTROL SHEET
 OFF SYSTEM BRIDGE REPLACEMENT PROGRAM
 BOONE COUNTY BRIDGE 40100041 BRO-8010(19)
 BOONE COUNTY, MISSOURI
 HOWE COMPANY, LLC
 804 E. PATTON STREET, MACON, MO. 63552
 OFFICE: 660-395-4693 FAX: 660-395-4694

Missouri State Certificate of Authority
 Engineering #E-201401463
 Surveying #S-2014015235

No.	Description	Date	Appr.



HORIZONTAL=40 SCALE
GRAPHIC SCALE
VERTICAL=10 SCALE

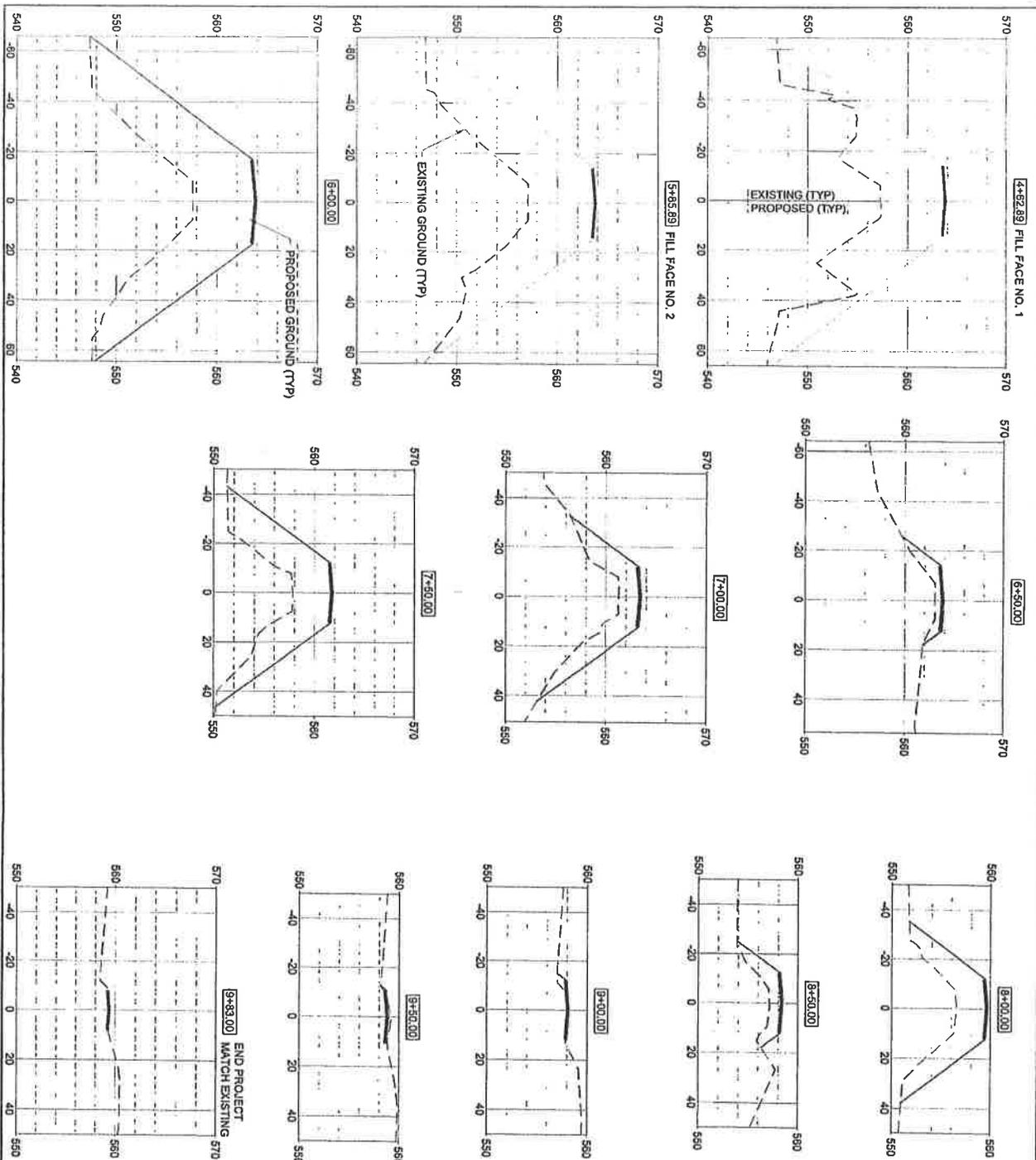
PRELIMINARY
NOT FOR
CONSTRUCTION

DATE: 11/11/2011
DESIGNED BY: S. HOWE
DRAWN BY: S. HOWE
REVIEWED BY: S. HOWE
APPROVED BY: S. HOWE
JOB NO. 10-0323

ROADWAY CROSS SECTION SHEET
OFF SYSTEM BRIDGE REPLACEMENT PROGRAM
BOONE COUNTY BRIDGE 40100041 BRO-B010(19)
BOONE COUNTY, MISSOURI
HOWE COMPANY, LLC
804 E. PATTON STREET, MACON, MO. 63552
OFFICE: 660-395-4693 FAX: 660-395-4694



No.	Description	Date	Appr.



PRELIMINARY
 ** NOT FOR **
CONSTRUCTION

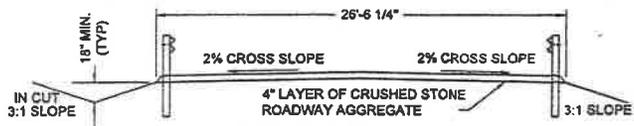
HORIZONTAL=40 SCALE
 GRAPHIC SCALE
 VERTICAL=10 SCALE

DATE: JULY 2008
 DESIGNED BY: E. HOWE
 CHECKED BY: E. HOWE
 APPROVED BY: E. HOWE
 JOB NO. 198329

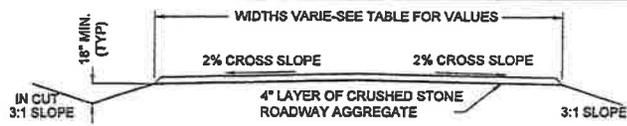
ROADWAY CROSS SECTION SHEET
 OFF SYSTEM BRIDGE REPLACEMENT PROGRAM
 BOONE COUNTY BRIDGE 40100041 BRO-8010(19)
 BOONE COUNTY, MISSOURI
HOWE COMPANY, LLC
 804 E. PATTON STREET, MACON, MO. 63552
 OFFICE: 660-395-4693 FAX: 660-395-4694



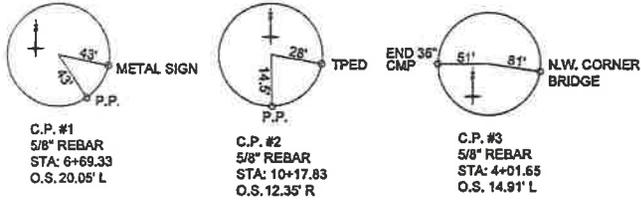
No.	Description	Date	Appr.



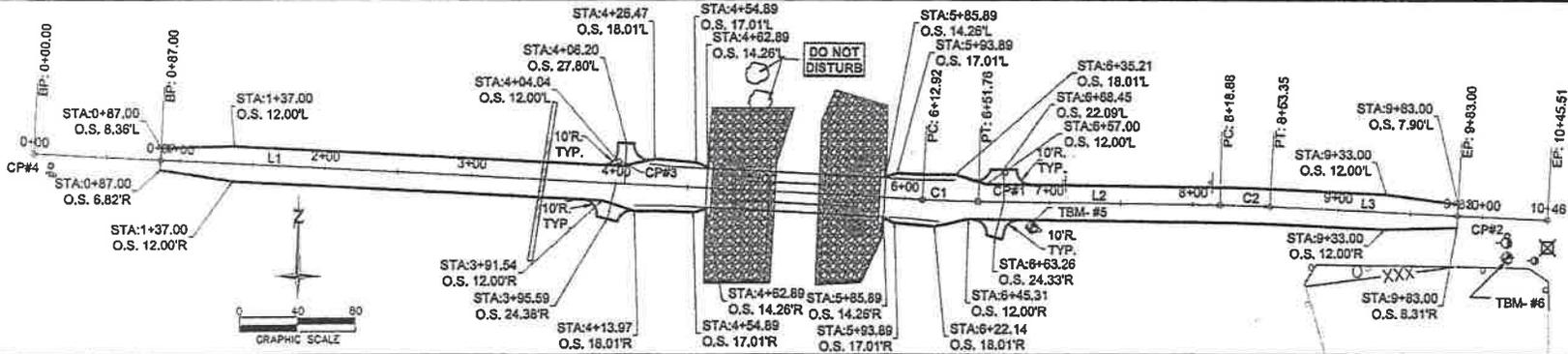
TYPICAL ROADWAY SECTION WITH GUARDRAIL PRESENT



TYPICAL ROADWAY SECTION WITH NO GUARDRAIL PRESENT



TOTAL CUT=303 C.Y.
TOTAL FILL=6,575 C.Y.
NOTE: NO SHRINK/SWELL FACTORS INCLUDED IN CUT/FILL QUANTITIES



Line Table: Alignments					
Line #	START STATION	START POINT	END STATION	END POINT	BEARING
L1	0+87.00	N: 1036882.2723 E: 1689528.7964	6+12.92	N: 1036855.3137 E: 1690054.0278	S87° 03' 42"E 525.92
L2	6+51.76	N: 1036854.0765 E: 1690092.8454	8+18.88	N: 1036851.9971 E: 1690259.9547	S89° 17' 14"E 167.12
L3	8+53.35	N: 1036850.9748 E: 1690294.3986	9+83.00	N: 1036844.8958 E: 1690423.9105	S87° 18' 46"E 129.65

hvcp - HORIZONTAL VERTICAL CONTROL
tbn - TEMPORARY BENCH MARK
rr spk - RAILROAD SPIKE
ppi - POWER POLE

Curve Table: Alignments							
Curve #	PC	PI	PT	RADIUS	LENGTH	DELTA ANGLE	CHORD DIRECTION
C1	STA: 6+12.92 N: 1036855.3137 E: 1690054.0278	STA: 6+32.35 N: 1036854.3181 E: 1690073.4246	STA: 6+51.76 N: 1036854.0765 E: 1690092.8454	1000.00	38.84	2°13'31"	S88° 10' 28"E 38.84
C2	STA: 8+18.88 N: 1036851.9971 E: 1690259.9547	STA: 8+36.12 N: 1036851.7827 E: 1690277.1855	STA: 8+53.35 N: 1036850.9748 E: 1690294.3986	1000.00	34.46	1°58'28"	S88° 18' 00"E 34.46

Control Point & Bench Mark Table				
Point #	Elevation	Northing	Easting	Description
1	563.22	1036873.91	1690110.66	hvcp
2	559.52	1036830.92	1690458.12	hvcp
3	563.11	1036881.03	1689843.80	hvcp
4	551.19	1036878.40	1689453.72	hvcp
5	561.61	1036836.30	1690129.35	tbn rr spk ppl
6	562.04	1036815.82	1690458.54	tbn og spk ppl

PRELIMINARY
** NOT FOR **
CONSTRUCTION

DATE: JULY 2024
DESIGNED BY: E. HOWE
DRAWN BY: E. HOWE
REVIEWED BY: E. HOWE
APPROVED BY: E. HOWE

JOB NO. 1943328

13

SHEET 13 OF 29

MISSOURI STATE CERTIFICATE OF AUTHORITY
NUMBER 04-0000041
EXPIRES 04/30/2028

TYPICAL SECTION & STAKING SHEET
OFF SYSTEM BRIDGE REPLACEMENT PROGRAM
BOONE COUNTY BRIDGE 4000041 BRO-8010(19)
BOONE COUNTY, MISSOURI

HOWE COMPANY, LLC
804 E. PATTON STREET, MACON, MO. 63552
OFFICE: 660-395-4683 FAX: 660-395-4694

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 2020

In the County Commission of said county, on the 3rd day of November 20 20

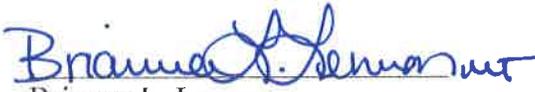
the following, among other proceedings, were had, viz:

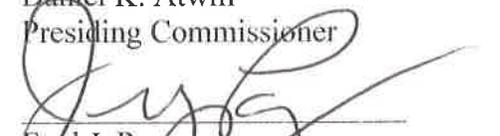
Now on this day, the County Commission of the County of Boone does hereby approve the attached Approval of Proposal for Consultant Services Form between Boone County and Howe Company, LLC for topographic survey, permit applications, and plans for gravel removal and construction of benway weirs for Gilmore Lane Bridge #BR3870025 over Fowler Creek.

The terms of the agreement are stipulated in the attached Proposal for Consultant Services Form. It is further ordered the Presiding Commissioner is hereby authorized to sign said Proposal for Consultant Services Form.

Done this 3rd day of November 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

STATE OF MISSOURI

} ss.

County of Boone

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the day of October, 2020, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Howe Company LLC

Project/Work Description: Reduce chance of bridge scour and channel bank failure by redirecting low flow to the middle of the channel.

Proposal Description: Topographic survey, permit applications and plans for gravel removal and construction of benway weirs for Gilmore Lane Bridge # BR3870025 over Fowler Creek as more fully described in the attached proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$13,500 for all stated work without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

HOWE COMPANY LLC

By Shannon P. Howe
Title Manager of Howe LLC

Dated: 10-21-2020

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 11-3-20

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Resource Management Director

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

[Signature] 10/26/20 2041-71102
Auditor by [Signature] Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 2020

In the County Commission of said county, on the 3rd day of November 2020

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

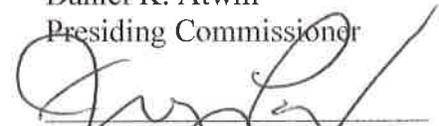
Now on this day, the County Commission of the County of Boone does hereby release a Cash Deposit from the Boone County Treasurer in the amount of \$23,675.48. Said deposit was issued on behalf of Schlacks Rentals, LLC for stormwater improvements located at 8430 E I-70 Dr. SE, Columbia, Missouri 65201. The work has been completed as required. The original Commission Order accepting the Cash Deposit is 85-2018.

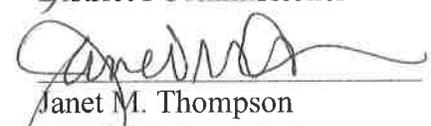
Done this 3rd day of November 2020.

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

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 18

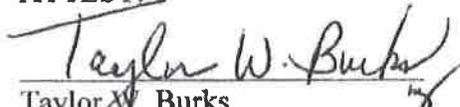
In the County Commission of said county, on the 15th day of February 20 18
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Cash Deposit between the County of Boone and Schlacks Rentals, Inc.

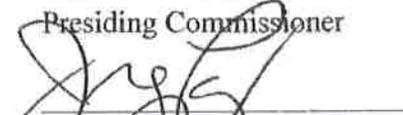
The terms of the agreement are stipulated in the attached security agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

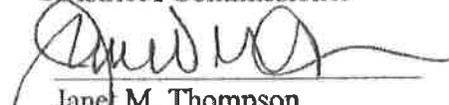
Done this 15th day of February, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: January 30, 2018

Developer/Owner Name: Schlacks Rentals
Address: 7131 Longview Dr.
Fulton, MO 65251

Development: Equipment Share

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 Equipment Share. The SWPPP and ESC was prepared by Brush & Associates on November 1, 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 13th day of November 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 \$23,675.48, 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 Cash deposit with County Treasurer

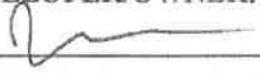
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within 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 13th day of November 2019, 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 13th day of November 2019, 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:

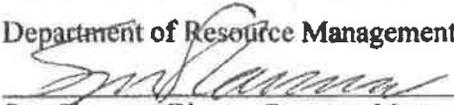
By:  _____

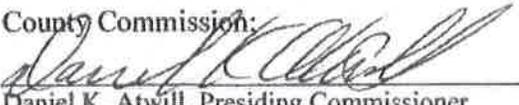
Printed Name: Jabish Schlack

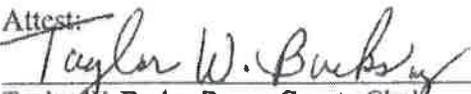
Title: CEO

BOONE COUNTY, MISSOURI:

Department of Resource Management

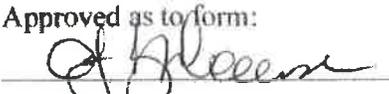

Stan Shawver, Director Resource Management

County Commission:

Daniel K. Atwill, Presiding Commissioner

Attest:

Taylor W. Burks, Boone County Clerk

County Treasurer

Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 2020

In the County Commission of said county, on the 3rd day of November 2020

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

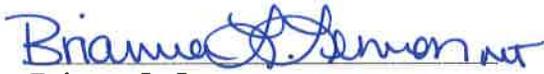
Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Training Agreement between Boone County and the following:

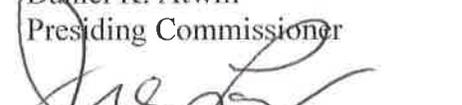
Jefferson City – Basic Training

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said K-9 Training Agreement.

Done this 3rd day of November 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

STATE OF MISSOURI

County of Boone

} ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS CONTRACT, made and entered into the date last executed by a party as indicated below, by and between Boone County, Missouri, hereinafter referred to as "County", by and through the Boone County Sheriff's Department, hereinafter referred to as "BCSD", and Jefferson ~~County~~^{City}, Missouri, hereinafter referred to as "City".

WHEREAS, BCSD can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSD can assist City in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, City desires to procure a canine to receive training from a vendor approved by the County and train one of City's officers as that canine's handler through the BCSD's K-9 basic training program; and

WHEREAS, County and City have the authority to cooperate with each other for the purposes of this agreement pursuant to RSMo § 70.220;

NOW THEREFORE, it is agreed by and between the parties as follows:

- 1. ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by the County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of City. County will provide City with information about approved vendors.
- 2. TRAINING.** BCSD agrees to provide City K-9 handler and canine basic training by and through BCSD's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. City will receive a certificate documenting successful completion of the BCSD's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
- 3. EMPLOYED STATUS OF K-9 HANDLER.** City agrees that the training contemplated herein is within the scope and course of its handler's employment and City will be responsible for all appropriate compensation and the provision of Workers' Compensation coverage to City's employee. City's handler will execute a Waiver & Release as set out in the attached Exhibit A prior to being permitted to participate in the training.

4. **CONTRACT PRICE AND PAYMENT.** City shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. City may pay the full amount upon execution of this contract or, at City's option, City shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 12th day of October, 2020, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by the County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of session attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by the County and City and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for with mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf other named party for whom they are signing.

[Signatures to Follow on Next Page]

CITY OF JEFFERSON, MISSOURI


City Administrator
Date: 10/9/2020

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

BOONE COUNTY, MISSOURI


Title: Presiding Commissioner
Date: 11-3-20

ATTEST:

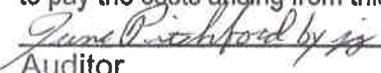

Brianna L. Lennon, Boone County Clerk

APPROVED – BCSD:


Dwayne Carey, Sheriff

APPROVED AS TO FORM:


CJ Dykhouse, Boone County Counselor

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
 10/21/2020
Auditor Date
Revenue Only - 2570-3569

THE UNIVERSITY OF CHICAGO
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