

005-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

January Session of the January Adjourned

Term. 2021

In the County Commission of said county, on the 7th day of January 20 21

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 Amendment #1 to 34-18JUL19 - Healthy Home Connections with CHA Low-Income Services, Inc. of Columbia, Missouri.

This amendment transfers the contracted funding of \$155,065 for Therapeutic Mentoring from CHA Low-Income Services, Inc. Healthy Home Connections Purchase Agreement 34-18JUL19 to the Big Brothers Big Sisters of Central Missouri School Based Mentoring Purchase Agreement 34-18JUL19.

The program serves families with children who receive housing subsidies through the Columbia Housing Authority. They involve all members of the family in building a plan that includes goals for the whole family. The case managers then connect adult and youth to resources that help them meet their goals.

Total cost of services for 2021 are \$244,639.00 and invoices will be paid from department 2162 - Program Funding - Children's Services Fund, account 71106 - Contracted Services. \$11,500,000.00 is budgeted for 2021.

Done this 7th day of January 2021

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: December 31, 2020
RE: Amendment #1 to: *34-18JUL19 - Healthy Home Connections*

Attached for signature is contract amendment #1 to *34-18JUL19 - Healthy Home Connections* with CHA Low-Income Services, Inc. of Columbia, Missouri.

This amendment transfers the contracted funding of \$155,065 for Therapeutic Mentoring from CHA Low-Income Services, Inc. Healthy Home Connections Purchase Agreement 34-18JUL19 to the Big Brothers Big Sisters of Central Missouri School Based Mentoring Purchase Agreement 34-18JUL19.

The program serves families with children who receive housing subsidies through the Columbia Housing Authority. They involve all members of the family in building a plan that includes goals for the whole family. The case managers then connect adult and youth to resources that help them meet their goals.

Total cost of services for 2021 are \$244,639.00 and invoices will be paid from department 2162 - Program Funding - Children's Services Fund, account 71106 - Contracted Services. \$11,500,000.00 is budgeted for 2021.

cc: Contract File

12/30/20

REQUEST DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

15083

VENDOR NO.

CHA Low-Income Services

VENDOR NAME

34-18JUL19

BID NUMBER

Ship to Department #

Bill to Department #

Table with 6 columns: Department, Account, Item Description, Qty, Unit Price, Amount. It lists items like Case Management and Family Development with their respective quantities and amounts.

GRAND TOTAL:

244,639.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Handwritten signature of Kristina Cummins
Approving Official

Handwritten initials PV

Handwritten signature of Melinda B. B.
Prepared By

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term 2, 20

County of Boone

In the County Commission of said county, on the 7th day of January 20 21

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

Now on this day the County Commission of the County of Boone does hereby approve a variance from the standard public street width requirement of Boone County Regulations, Chapter II; Road, Bridge and Right-of-Way Regulations, Appendix B-1, Standard Drawing 110.02, to allow a 26-foot wide, non-curb and gutter street pavement width for the proposed off-site improvement of the existing Ely Avenue between US Highway 40 and the northern boundary of the proposed Midway Crossings Plat 3 subdivision and the approval to install No Parking signs on both sides of said street section.

Done this 7th day of January 2021

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

RIGHT OF USE PERMIT

KNOW ALL MEN BY THESE PRESENT that on this 7th day of January, 2021 Boone County, Missouri, on behalf of its Department of Resource Management, does hereby permit Sean Zeiger, in his capacity as professor of hydrology at Lincoln University (hereinafter referred to as "Permittee") to enter upon the following described lands owned by Boone County, Missouri, and located on Hinkson Creek at the Rogers Road bridge, County of Boone, State of Missouri, and more particularly described as follows, to wit:

The waterway of Hinkson Creek located at the Rogers Road bridge, within the limits of Boone County, further described by the exhibit(s) attached to this right of use permit.

This permit is subject to the following conditions and stipulations:

1. This permit is for the exclusive purpose of reinstalling a gauging station on Hinkson Creek at the Rogers Road bridge and any further access necessary to monitor said gauging station. Permittee will use the existing bolts from stream monitoring equipment previously placed in that location to attach to the bridge support both a solar panel and a box to house electronics with a conduit leading from the box into the stream.
2. This permit does not grant Permittee or any of its officers, agents or employees the right to cut, break, excavate or damage Hinkson Creek or the bridge at Rogers Road without County consent.
3. Permittee will be responsible for the costs of any future repairs, maintenance or replacements which result from Permittee's use under this right-of-use-permit.
4. Prior to exercising its right granted herein, Permittee shall present its construction plans or diagrams locating the proposed gauging station to the Boone County Department of Resource Management to ensure that the proposed plans will not interfere with any existing structure or waterway. The Permittee will relocate its gauging station if requested to do so by the Boone County Department of Resource Management or other County entity.
5. If the gauging system is abandoned, all rights herein granted shall cease and terminate and Permittee shall have no further right of interest therein except that, upon abandonment, Permittee remains responsible for all of Permittee's facilities and structures left in place and any costs to remove them or store them or to otherwise clean up the easement.
6. If at any time during construction, repair, modification or relocation of the gauging system at the time this permit is granted, it is necessary for the relocation of the gauging system, the Permittee shall relocate the gauging system at its own expense or the Permittee may immediately cancel this permit by notice to the County at which time it shall remove its gauging system at its own cost.
7. To the extent allowed by law, the Permittee agrees by exercising its rights under this permit that if the gauging system is damaged in any manner, whether negligently or intentionally by the construction, repair, modification or relocation of the gauging system, Permittee will repair or replace the gauging system at its own cost and hold Boone County harmless for any of the costs

facilities, or the Permittee may immediately cancel this permit by notice to the County at which time it shall remove its gauging system at its own cost.

This permit shall not be assigned and will remain in effect until canceled by either Boone County or Sean Zeiger, which shall be obligated to notify the other party thirty (30) days in advance of the cancellation.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by its officers the day and year first written above.

PERMITEE

Sean J. Zeiger
Professor Sean Zeiger

Dated: 12-21-2020

BOONE COUNTY, MISSOURI

(By and through its County Commission):

By: Daniel K. Atwill

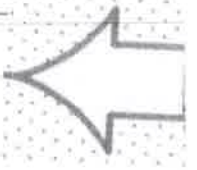
Daniel K. Atwill, Presiding Commissioner

ATTEST

Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED AS TO LEGAL FORM

Charles J. Dykhouse
Charles J. Dykhouse, County Counselor





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: December 14, 2020
TO: Boone County Commission
FROM: Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *Jm*
RE: Recommendation for Variance Request to the Chapter II Roadway Regulations
Ely Avenue Off-Site Improvement For Midway Crossings Plat 3

Mr. Cody Darr with A Civil Group is requesting one (1) variance to the Boone County Chapter II Roadway Regulations for Ely Avenue as an off-site improvement for the proposed residential development known as Midway Crossings Plat 3 on behalf of Amicus Terra Development. Mr. Darr's request letter and the executed Consent To Proceed Before County Commission For A Road Regulations Variance Request are attached for reference.

Variance Criteria:

As set forth in Paragraph 2.16 of the Boone County Chapter II Roadway Regulations;

"No variance from any requirement contained within Appendices of these regulations shall be granted unless the Committee finds: (a) the applicant will incur unreasonable and unnecessary hardship if a variance is not granted and the variance is not sought primarily to avoid financial expense in complying with the requirements of these regulations (b) grant of a variance will not endanger the health, safety or welfare of the public, and (c) grant of a variance will not hinder, thwart or circumvent the general intent or any specific purpose of these regulations."

Background:

The proposed single-family residential development is located in the Midway area near the intersection of Rollingwood Blvd. and Golden Willow Drive as shown on the attached Exhibit A – Location Map. Twenty-six (26) lots are proposed for the final phase of the Midway Crossings subdivision as shown on the attached Exhibit B – Preliminary Plat.

The existing streets within the first two plats of Midway Crossings subdivision are 32' wide with curb and gutter per the Boone County Local Road standard. Plat 3 has a proposed 32' wide with curb and gutter internal loop street, Owl Creek Drive, that will connect Black Walnut Drive and White Cypress Drive. The proposed loop street will also be connected to the existing off-site Ely Avenue by a proposed 32' wide street with curb and gutter to meet the remote access requirement of the fire code and the second access requirement of the subdivision regulations by providing a second ingress/egress to the subdivision from Highway 40.

Memo

Variance Request – Ely Avenue Off-Site Improvement for Midway Crossings Plat 3

December 14, 2020

Page 2 of 2

The existing Ely Avenue is a County maintained gravel road within a 50' wide public roadway easement dedicated by the Maple Lawn Subdivision final plat recorded in Book 11, Page 280 in 1977. The existing County maintained section of the road is approximately 18' to 20' wide and extends approximately 555' west from the intersection with Highway 40. The remainder of the gravel section to the west is a private driveway to the house located at 2201 N Ely Avenue.

Request:

Allow a 26' wide pavement in lieu of the 30' wide pavement required by Boone County Standard Construction Drawing 110.01 for Local Roads With Shoulders in Appendix 'B-1' of the Chapter II Roadway Regulations for the off-site improvement of the existing Ely Avenue between Highway 40 and the northern property line of the proposed Midway Crossings Plat 3.

Narrower streets generally raise public safety concerns. Comments on the proposed narrower pavement variance were requested from the Boone County Fire Protection District, Boone County Sheriff's Department, and Boone County Road and Bridge Department. All three agencies support the variance if no parking on both sides of the street is required as part of the variance approval. Copies of their email responses are included as Exhibits C, D and E.

Narrower street standards for low density, longer frontage, larger lot developments in A-1 and A-2 zoning districts are currently being discussed as part of the Subdivision Regulations update but have not been adopted yet. The proposed off-site improvement to Ely Avenue appears to meet the general criteria for Agriculture District Roads that have been discussed in the work sessions. The narrower pavement will fit well into the existing corridor with minimal disturbance.

Staff supports this variance request but would recommend no parking signs be required on both sides of Ely Avenue from Highway 40 to the northern property line of the proposed Midway Crossings Plat 3 if the variance request is approved.

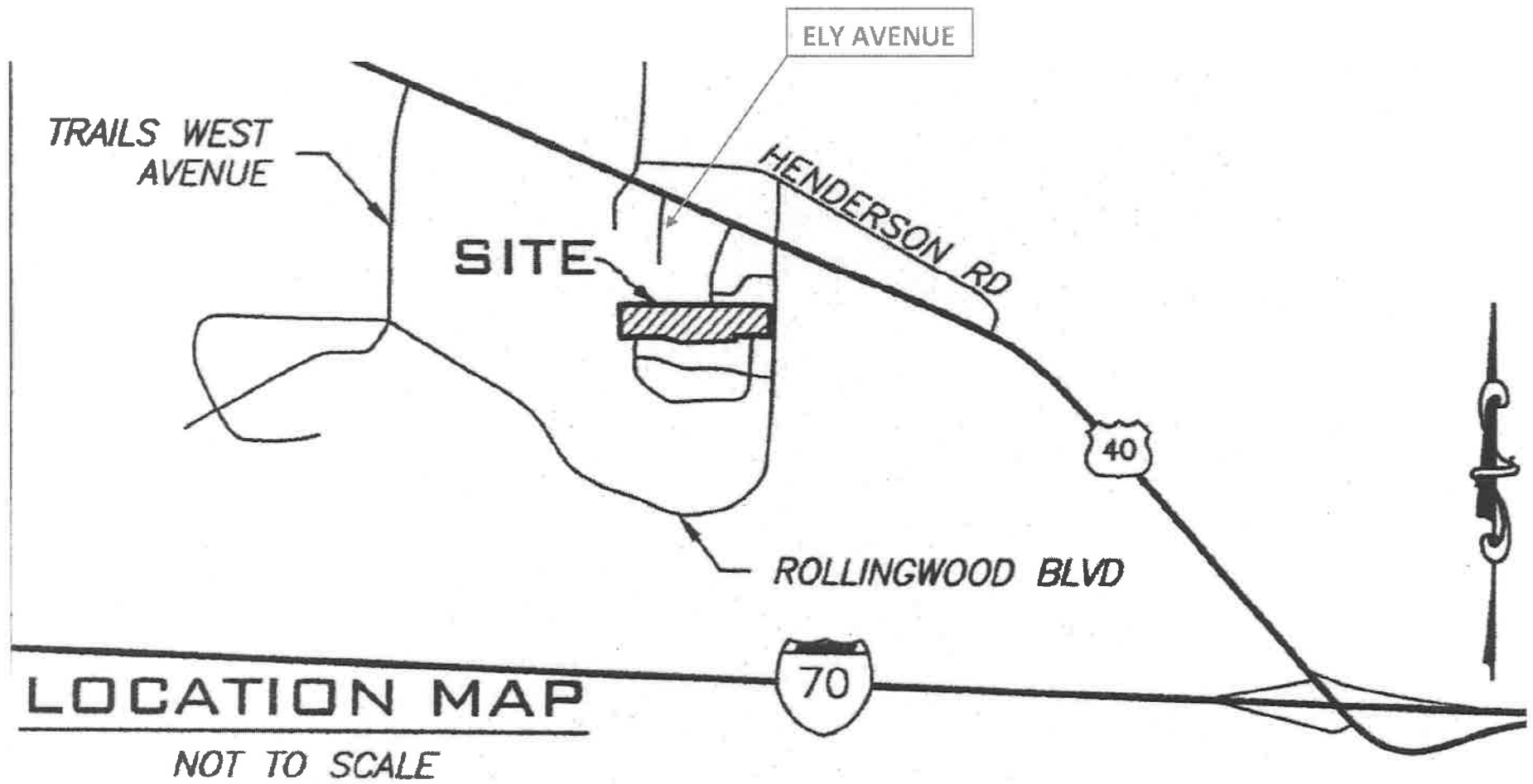


Exhibit A – Location Map

Exhibit C

Jeff McCann

From: Blomenkamp, Gale <gblomenkamp@bcfdmo.com>
Sent: Friday, December 11, 2020 11:24 AM
To: Jeff McCann
Cc: Brian Leer; Greg Edington
Subject: Re: Variance Request to Chapter II Roadway Regulations for Midway Crossings Plat 3

Jeff,

We can support that if in fact it is posted "No Parking" on both sides. It will be a major improvement to what is currently there.

Thank you,

On Thu, Dec 10, 2020 at 3:07 PM Jeff McCann <JMcCann@boonecountymmo.org> wrote:

Gentlemen,

I am reviewing a variance request submitted by A Civil Group on behalf of Amicus Terra Development for the off-site improvement of Ely Avenue from Highway 40 to the proposed plat 3 boundary. They are requesting to use a narrower street pavement than the current Boone County Roadway Regulations standard width for streets without curb and gutter (26' vs 30'). A copy of the proposed preliminary plat and variance request letter are attached for your information.

The existing portion of Ely Avenue is an approximately 18'-20' wide, dead-end, publicly maintained gravel road within a 50' public roadway easement that currently serves 4 homes. The proposed improvement would construct a 26' wide paved road with ditches from Highway 40 to the proposed plat 3 boundary creating a thru connection to provide the required second public access to the Midway Crossings development.

Please reply to me within the next week if possible with any comments or concerns about how this request may impact your operations and I will include them in my recommendation memo to the County Commission. Contact me if you have any questions. Thanks.

Jeff McCann, P.E.

Chief Engineer

Boone County Resource Management

801 E. Walnut, Room 315

Columbia, MO 65201

(573) 886-4480

--

Gale Blomenkamp, Assistant Chief/MPIO
Support Services Bureau
Boone County Fire Protection District
Phone 573-447-5000
Cell 573-219-0677

"Live life not to have your presence noticed but to have your absence felt"

"Join the Fight" at

www.boonecountyfire.com

Follow us on

Twitter@boonecountyfire

Facebook@boonecountyfire

Exhibit D

Jeff McCann

From: Brian Leer
Sent: Friday, December 11, 2020 12:19 PM
To: Blomenkamp, Gale; Jeff McCann
Cc: Greg Edington
Subject: RE: Variance Request to Chapter II Roadway Regulations for Midway Crossings Plat 3

If the fire district is okay with that plan, we would be fine with their response.

Sent from my U.S.Cellular© Smartphone

----- Original message -----

From: "Blomenkamp, Gale" <gblomenkamp@bcfdmo.com>
Date: 12/11/20 11:23 AM (GMT-06:00)
To: Jeff McCann <JMcCann@boonecountymo.org>
Cc: Brian Leer <BLEer@boonecountymo.org>, Greg Edington <GEdington@boonecountymo.org>
Subject: Re: Variance Request to Chapter II Roadway Regulations for Midway Crossings Plat 3

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Jeff McCann, P.E.

Chief Engineer

Boone County Resource Management

801 E. Walnut, Room 315

Columbia, MO 65201

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Gale Blomenkamp, Assistant Chief/MPIO
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www.boonecountyfire.com

Follow us on

Twitter@boonecountyfire

Facebook@boonecountyfire

Exhibit E

Jeff McCann

From: Greg Edington
Sent: Monday, December 14, 2020 8:24 AM
To: Jeff McCann; Brian Leer; Blomenkamp, Gale
Subject: Re: Variance Request to Chapter II Roadway Regulations for Midway Crossings Plat 3

Jeff:

We should be okay with the variance- parking restrictions included.

Thanks,
Greg

Greg Edington

From: Jeff McCann <JMcCann@boonecountymo.org>
Sent: Monday, December 14, 2020 8:11:58 AM
To: Brian Leer <BLeer@boonecountymo.org>; Blomenkamp, Gale <gblomenkamp@bcfdmo.com>
Cc: Greg Edington <GEdington@boonecountymo.org>
Subject: RE: Variance Request to Chapter II Roadway Regulations for Midway Crossings Plat 3

Thanks Brian.

Jeff McCann, P.E.
Chief Engineer
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, MO 65201
(573) 886-4480

From: Brian Leer <BLeer@boonecountymo.org>
Sent: Friday, December 11, 2020 12:19 PM
To: Blomenkamp, Gale <gblomenkamp@bcfdmo.com>; Jeff McCann <JMcCann@boonecountymo.org>
Cc: Greg Edington <GEdington@boonecountymo.org>
Subject: RE: Variance Request to Chapter II Roadway Regulations for Midway Crossings Plat 3

If the fire district is okay with that plan, we would be fine with their response.

Sent from my U.S.Cellular© Smartphone

----- Original message -----

From: "Blomenkamp, Gale" <gblomenkamp@bcfdmo.com>

Date: 12/11/20 11:23 AM (GMT-06:00)

To: Jeff McCann <JMcCann@boonecountymo.org>

Cc: Brian Leer <BLEer@boonecountymo.org>, Greg Edington <GEdington@boonecountymo.org>

Subject: Re: Variance Request to Chapter II Roadway Regulations for Midway Crossings Plat 3

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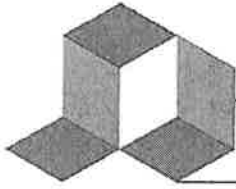
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Please reply to me within the next week if possible with any comments or concerns about how this request may impact your operations and I will include them in my recommendation memo to the County Commission. Contact me if you have any questions. Thanks.

Jeff McCann, P.E.
Chief Engineer
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, MO 65201
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Gale Blomenkamp, Assistant Chief/MPIO
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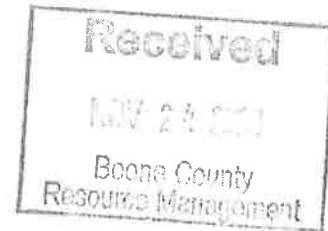


A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

November 23, 2020

Bill Florea
Resource Management – Planning Division
Boone County, Missouri
801 E. Walnut Street
Columbia, MO 65201



RE: Midway Crossings Phase III Preliminary Plat – Ely Avenue Street Width Variance

Dear Mr. Florea,

On behalf of Amicus Terra Development (Owner, c/o Glen Wylie) and ATD, L.L.C. (Developer, c/o Glen Wylie), we would like to formally request a variance to the Boone County Road regulations, Standard Detail 110.01.

Local Road with Shoulders. The standard street width is shown as a 30-foot pavement section. (detail attached)

We would like a variance to allow the public street width of pavement to be constructed as 26-foot pavement. In accordance to the Proposed Rural Standard under consideration with the new subdivision regulations. The existing street easement would remain 50-foot width.

Typical considerations and responses below:

- ❖ **The applicant will incur unreasonable and unnecessary hardship if a variance is not granted and the variance is not sought to avoid financial expense in complying with the requirements of these regulations**
 - We believe the nature of the Ely Ave connection is intended to serve as an emergency, or secondary access to the subdivision. The main access residents are anticipated to use is Rollingwood Blvd, as it is nearer to the highway, and already has a left turn lane. In order to avoid unnecessary disruption of the existing residents of the Maple Lawn subdivision the narrower standard will better be able to be built without excessive grading and vegetation removal, which the neighbors have already indicated they would prefer to avoid, while still maintaining the necessary width for two-way traffic and emergency vehicle access.

❖ **Grant of the variance will not hinder, thwart, or circumvent the general intent or any specific purpose of these regulations.**

- We do not believe the proposed width would do any of the above. In fact, we believe we would be providing the following benefits which the regulations strive to encourage:
 - Maintains minimum width required for emergency vehicles.
 - Reduction of Impervious area, which is a benefit for stormwater management and environmental considerations.
 - Deters parking on the street.
 - Matches the character of the existing larger lot development of Maple Lawn Subdivision.
- Also, the proposed width matches the 2016 proposed rural standard (not yet adopted).

Feel free to contact me with any questions or concerns regarding this variance application.

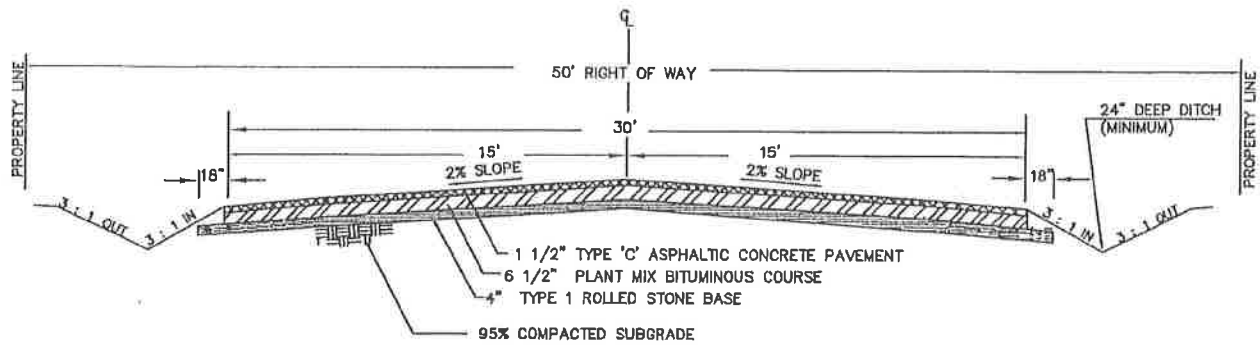
Sincerely,



Cody Darr, PE

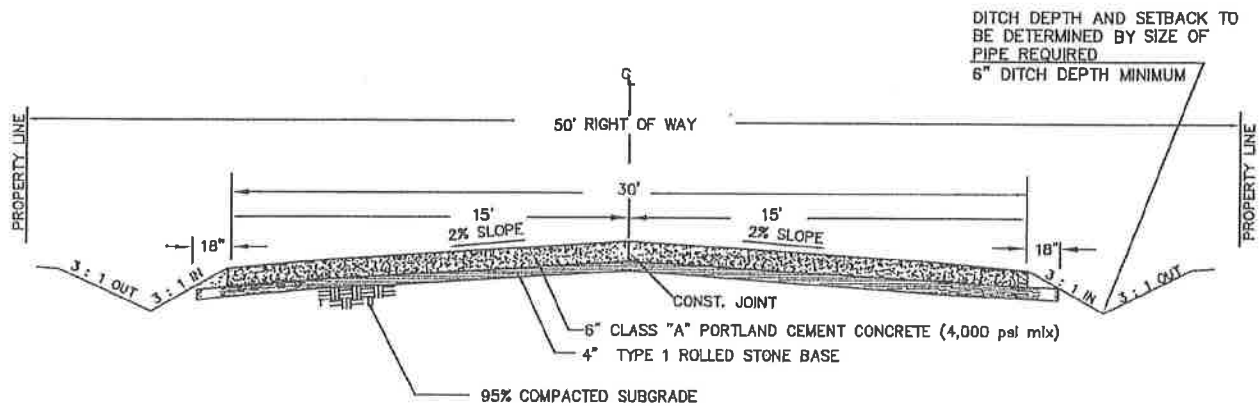


2020-11-23



ASPHALT PAVEMENT WITH SHOULDERS

NTS



CONCRETE PAVEMENT WITH SHOULDERS

NTS

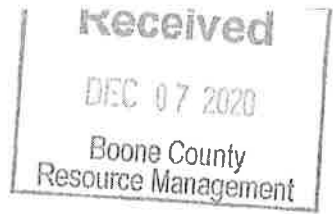
J.P.W.-II 1/29/09
Approved Date

Revisions



LOCAL ROAD
WITH SHOULDERS
TYPICAL CROSS SECTIONS

110.01



BEFORE THE BOONE COUNTY COMMISSION
BOONE COUNTY, MISSOURI

In Re The Matter of:)
)
Amicus Terra Development)
Ely Avenue Off-Site Improvement)
Midway Crossings Plat 3)

CONSENT TO PROCEED BEFORE COUNTY COMMISSION
FOR A ROAD REGULATIONS VARIANCE REQUEST

The undersigned, a person with knowledge and authority to act on behalf of Amicus Terra Development, hereby makes the following representations:

1. The real party in interest in connection with a variance request involving the off-site improvement of Ely Avenue in conjunction with Midway Crossings Plat 3, a proposed Boone County subdivision, is Amicus Terra Development, the applicant herein.
2. The undersigned acknowledges that the Boone County Road Regulations contemplate that variance requests would be first heard by the Road and Bridge Advisory Committee and appeals from that Committee's decisions would be heard by the County Commission.
3. The undersigned acknowledges that the Road and Bridge Advisory Committee lacks any current members and therefore has no quorum to act on applicant's variance request.
4. In order to proceed with the variance request made by A Civil Group on behalf of the applicant, the applicant hereby waives any and all rights applicant has to present their request first to the Road and Bridge Advisory Committee, and hereby consents to proceeding directly to the County Commission for the County Commission's consideration of applicant's variance request.
5. On behalf of applicant, the real party in interest, I consent to this matter proceeding directly before the County Commission and I waive any rights I have to proceed before the Road and Bridge Advisory Committee.

Amicus Terra Development

By:

Printed Name: GLEN K WYLIE

Title: OWNER

Date: 12/1/2020

007 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term. 2021

County of Boone

In the County Commission of said county, on the

7th

day of

January

20 21

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

Now on this day the County Commission of the County of Boone does hereby approve the mutual GIS licensing agreements between Boone County and Consolidated Public Water Supply District No. 1 of Boone County. The terms of the agreements are set out in the attachments to this Order. The Presiding Commissioner is further authorized to sign said agreements.

Done this 7th day of January 2021

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

LICENSE AGREEMENT

This agreement dated the 7th day of January 2021 is made by the Consolidated Public Water Supply District #1 herein Licensee. If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files which are the subject matter of this agreement.

In consideration of the grant by Boone County, Missouri (herein sometimes referred to as "Licensor") of rights of use concerning specified GIS files of Boone County, Missouri, to which this agreement is applicable and which are now in existence or hereafter developed and as further defined and described in this License Agreement, the undersigned Licensee hereby agrees to accept and use such GIS files subject to and under the following terms and conditions:

1. The term "GIS files" used in this agreement means all computer generated digitized files developed, retained, and as may be developed by Boone County, Missouri, in the future as a part of its geographic information system, regardless of format, developed in cooperation with the city of Columbia, Missouri, and Boone Electric Cooperative and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Boone County, Missouri, has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter developed and that such GIS files are the proprietary, intellectual property of Licensor.

2. The undersigned Licensee hereby agrees to use such GIS files solely for purposes connected with its personal or business functions and the operations of the undersigned Licensee and for no other purposes. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a perpetual, non-exclusive, non-assignable License to use the GIS files as identified in the body of this License Agreement or attached itemization provided to the Licensee (the same being incorporated herein by reference), for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall preserve all of Licensor's right, title, and interest in the licensed GIS files. The undersigned further agrees to make any of the licensed GIS files, or any revisions, additions, or modifications to them, available to Boone County for purposes of inspection or reuse for governmental purposes.

- Licensed datasets to be shared with Licensee are listed below:

2019 Orthoimagery (MrSID)	Subdivisions
2019 Topographic Linework	Parcel Lines
2015 Structure Footprints	Parcel Polygons
Situs Addresses	Survey Marker Points
Lake and Stream Lines	Public Land Survey System Polygons
Water District Boundaries (Voting)	Road Centerlines
City Boundaries	Zoning Polygons
County Boundaries	

3. The undersigned Licensee agrees not to distribute the GIS files, whether in present format or in any other further developed format, or transfer them to any person or entity of any type without the consent of Licensor. The undersigned further agrees not to permit any person within its employ, or agent or contractor, or other person, to use, reuse or distribute the

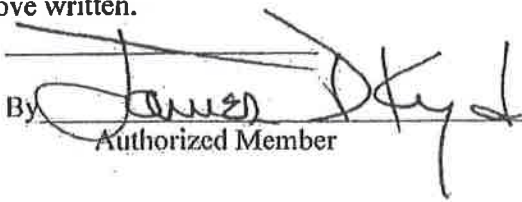
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6. This License shall commence on the date first written above and shall continue in force until terminated. Licensee may terminate this License at any time by providing written notice to Licensor. Upon breach of any obligation under this License by Licensee, Licensor may terminate this License upon thirty days written notice to Licensee. Licensee may cure the breach before the effective date of termination. Within thirty days of any termination, Licensee shall certify in writing to Licensor that all copies of the Licensed Materials have been destroyed or returned to Licensor.

IN WITNESS WHEREOF the undersigned has executed this License Agreement effective on the day and year first above written.

By: 
Authorized Member

AUTHORIZATION

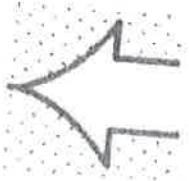
The Boone County Commission hereby authorizes the above License Agreement effective the day and year first above written.

ATTEST


County Clerk

BOONE COUNTY, MISSOURI

By: 
Authorized Commissioner



GIS FILES LICENSE AGREEMENT

This GIS Files License Agreement ("Agreement") by and between Consolidated Public Water Supply District No. 1 of Boone County (the "District" or "Licensor") and Boone County, Missouri, by and through its County Commission (the "Licensee"), is entered into effective this 7th day of

January 2021

In consideration of the mutual covenants and conditions herein contained, Licensor grants to Licensee, and to Licensee's officers, directors and employees, a revocable, non-assignable, limited license to use certain information provided by Licensor to Licensee, as follows:

1. Licensor's GIS Files and Proprietary Rights. Licensor has developed or otherwise acquired, and may in the future develop or acquire, computer-generated, digitized files as part of its geographic information system. Attached to this Agreement as **Exhibit A** and incorporated herein is a description of the datasets from Licensor's said files for which District as Licensor is granting Licensee a revocable, limited license ("Licensor's GIS files"). If Licensor updates Licensor's GIS files, then Licensor agrees to provide Licensee with such updates from time to time, as Licensee may reasonably request, provided that Licensor shall not be required to provide any such updates more frequently than every six months. Any such updates provided to Licensee also constitute Licensor's GIS files, for purposes of this Agreement. Licensee hereby acknowledges Licensor's GIS files are and remain the proprietary, intellectual property of Licensor. Licensee agrees that by acceptance of Licensor's GIS files pursuant to this Agreement, Licensee shall preserve all of Licensor's right, title and interest in Licensor's GIS files.
2. Permissible Use. Licensee and its officers, directors and employees may use Licensor's GIS files, provided:
 - a. Licensor's GIS files are used solely for Licensee's own lawful business purposes or lawful operations and for no other purposes;
 - b. Licensee must take exceptional precautions to keep all Licensor's GIS files secure and confidential, which precautions must be at least as great as the precautions Licensee takes to keep secure and confidential its own sensitive, proprietary data or data otherwise protected by law from disclosure, in view of the facts that:
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 - ii. Licensor's GIS files may qualify as closed records exempt from public disclosure pursuant to §610.021(19) and (21) RSMo (2016) of Missouri's Sunshine Law, to the extent they relate to security systems or plans for the protection of Licensor's infrastructure the public disclosure of which might threaten public safety or impair Licensor's ability to protect the security or safety of persons or property, or to the extent they identify the configuration of components of Licensor's computer network, the disclosure of which might result in unauthorized access to or unlawful disruption of said network;
 - c. Licensee may not, without Licensor's express written consent, distribute or otherwise make any raw data from Licensor's GIS files available to third parties (persons other than Licensee and its officers, directors and employees) nor shall

Licensee, without Licensor's express written consent, make Licensor's GIS files available in native format to third parties, whether by direct distribution, publication or otherwise, it being the obligation of any third parties desiring to use Licensor's GIS files in native format or any raw data from them to obtain their own licenses from Licensor; and

- d. Licensee must limit the use of Licensor's GIS files to use by those of Licensee's officers, directors and employees who have a need related to Licensee's lawful business purposes or lawful operations to know the information in Licensor's GIS files, and who have been informed of the conditions and limitations on the use of Licensor's GIS files imposed by this Agreement.

By way of example and not as a limitation on the foregoing, Licensee may not include Licensor's GIS files in native format, and may not include any raw data from Licensor's GIS files, as a layer in any geographic information system map Licensee makes available to third parties.

3. Remedies for Breach or Threatened Breach/Indemnity/Limitation on Damages. In addition to all other remedies available to Licensor at law or in equity, Licensee agrees that Licensor may enforce this Agreement by suits for temporary restraining order, preliminary injunction or permanent injunction, and agrees that a bond not in excess of \$1,000 shall be sufficient for the purpose of obtaining such order or injunctions. Specifically with regard to any breach or threatened breach by Licensee or Licensee's officers, directors or employees of the conditions or limitations on the use of Licensor's GIS files imposed by this Agreement, Licensee agrees to indemnify Licensor for any losses Licensor incurs as a result, and for costs and reasonable attorneys' fees in any suit against Licensee therefor where Licensor is successful in obtaining damages or injunctive relief.
4. "As-Is"/No Warranty/No Liability. Licensor is licensing the use of Licensor's GIS files to Licensee, and Licensee accepts Licensor's GIS files for its uses, "as is," with no express or implied warranty or representation by Licensor whatsoever about the accuracy, completeness, currency, suitability, reliability or fitness of Licensor's GIS files for any particular purpose. Licensee agrees that Licensor is not and shall not be held liable to Licensee for any damages or losses of any kind or nature whatsoever arising out of Licensee's or Licensee's officers', directors', employees' or agents' use of Licensor's GIS files and rather that Licensee assumes all responsibility for Licensee's use of the GIS files and any damages or losses suffered by Licensee and arising therefrom or under this Agreement.
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written notice of termination, Licensee shall promptly return to Licensor all Licensor's GIS files provided to or stored by Licensee in tangible form, and promptly and permanently delete all the Licensor's GIS files provided to or stored by Licensee in electronic form.

6. Law/Venue. This Agreement is governed by the laws of the State of Missouri. The parties agree that proper venue for any action between the parties arising under this Agreement shall be the Circuit Court of Boone County, Missouri.
7. Entire Agreement/Amendment in Writing. This Agreement contains the entire agreement of the parties with respect to the subjects herein and supersedes all prior agreements and understandings between the parties with respect to such subjects. Except as to a partial revocation as provided above, this Agreement shall not be modified or amended except by a writing executed by both the parties.

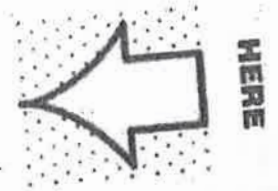
This GIS Files License Agreement has been executed by the parties' undersigned authorized representatives, in multiple, original counterparts effective the date above written.

Licensor
Consolidated Public Water Supply District No. 1
of Boone County

By: James D. K... [Signature]
Title: Board President

Licensee
Boone County, Missouri

By: Daniel K. Atwill
Authorized Commissioner



Attest:
Brianna L. Luong
County Clerk

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: 12/31/20