

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 7th day of January 2020

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

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

- Sappington Point. S7-T46N-R12W. A-2. David and Linda Sappington, owners. David T. Butcher, surveyor.
- Graham. S26-T49N-R14W. A-2. Larry Forest and Linda Lee, owners. Kevin M. Schweikert, surveyor.
- The Estates Plat 1. S11-T47N-R13W. A-2P. Joanna M. Wilson Trust, owner. Jay Alan Gebhardt, surveyor.

Done this 7th day of January 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
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January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 7th day of January 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 request to hire above the Flexible Hiring Maximum for position number 623, Control Room Officer, and does hereby authorize an appropriation equivalent to \$17.55 an hour for the salary of said position.

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached Request to Hire Above Flexible Hiring Maximum Form.

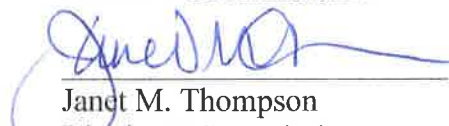
Done this 7th day of January 2020.

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

REQUEST TO HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

Procedure:

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

Name of prospective employee Leslie E. Werner Department Corrections 1255

Position Title Control Room Officer Position No. 623

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: \$17.55 % of Mid-Point 88

No. of employees in this job classification within your Department? 5 active employees

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Les has worked for the County for 24 years, as a Deputy Court Marshal and as the Court Marshal. He has knowledge of the Corsair Controls door locking system, radio operations, warrants, court arrests, fingerprinting, and associated paperwork. He also has County employment knowledge as well as court related knowledge that will be an asset to this position.

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

Les has court related knowledge, and court paperwork knowledge from his 24 years of employment over any current employee in the same position.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

This salary is higher than the other employees in the same position, however, the 3 employees with more than 1 year of experience have alternated positions returning to this position at a lower salary, the other 2 have less than one year of experience. This position is unique to Corrections and will not effect any other county offices.

Additional comments:

Administrative Authority's Signature: [Signature] Date: 1-2-20

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

Auditor's Signature: [Signature] Date: 01/02/2020

Human Resource Director's Recommendations:

Approve. Employee is long tenured w/ the County and has relevant prior experiences

Human Resource Director's Signature: [Signature] Date: 1/2/2020

County Commission Approve Deny

Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 1-7-20

District I Commissioner's Signature: [Signature] Date: 1-7-20

District II Commissioner's Signature: [Signature] Date: 1/7/2020

// -2020

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January Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the 7th day of January 2020

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


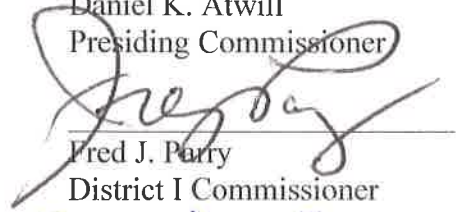
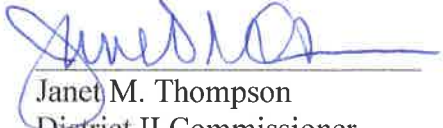
Now on this day, the County Commission of the County of Boone does hereby approve the attached Parking Lot Lease and Right of First Refusal agreement between Boone County and Tom and Isabel Rife.

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

Done this 7th day of January 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

**PARKING LOT LEASE AND
RIGHT OF FIRST REFUSAL**

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of the 1st day of January, 2020, by and between TOM AND ISABEL RIFE, Landlord, and BOONE COUNTY, MISSOURI, by and through its County Commission, Tenant.

Recitals

WHEREAS, Landlord is the fee owner of property legally described as follows:

The South Forty-Two and One-half (42 ½) feet of Lot 355 and the North Thirty-Two and One-half (32 ½) feet of Lot 348 together with that part of the vacated alley lying between said lots, all in the original town, now City of Columbia, Boone County, Missouri.

Parcel Numbers: 16-320-00-17-003.00.01 and 16-320-00-17-046.00 01; and

WHEREAS, a picture depicting the contemplated parking lot is attached hereto and incorporated herein by reference; and

WHEREAS, Tenant is desirous of leasing the Property and Landlord is desirous of leasing the Property to Tenant for the purpose of operating a parking lot with fifteen (15) spaces in accordance with the terms and conditions of this Agreement.

Agreement

1. **Term.** The term of this Agreement will begin on January 1, 2020 (the "Commencement Date") and shall end on December 31, 2024 (the "Initial Term"). The lease shall thereafter automatically renew for four (4) additional, one-year periods, on the terms and conditions outlined herein, unless sooner terminated by written notice under the provisions herein.

2. **Rent.** Tenant agrees to pay Landlord the sum of **Six Hundred Forty Dollars (\$640.00) per month** rent during the Initial Term. The first rental payment shall be due after January 1, 2020 and before January 30, 2020, and thereafter monthly rent shall be due on the first of each month. For calendar years 2021 and beyond, on each January anniversary of the extension period, the monthly rent for the next twelve (12) months shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. (For example, the CPI rate certified by the Missouri Tax Commission in 2021 shall be the increase amount for these lease purposes for the 2020 calendar year.) Said certified CPI rates can be found via the Missouri State Tax Commission's website, www.stc.mo.gov. The only Consumer Price Index that will be used for this Lease is that rate certified by the Missouri State Tax Commission for the immediately preceding year. Notwithstanding the foregoing, Tenant shall have the right to

prepay the monthly rent contemplated herein on a semi-annual or annual basis if the same is more appropriate for Tenant's budgetary purposes.

3. **Permitted Uses.** The Property shall be used by Tenant only for purposes of a parking lot and for no other purpose without the Landlord's consent. Tenant shall have access to the parking lot for its exclusive use 24 hours a day / 7 days a week.

4. **Line Striping and Signage.** Tenant shall be entitled to stripe the subject parking lot so as to outline fifteen (15) spaces after the commencement of this Lease. Tenant will be permitted to, but is under no obligation to, re-stripe the lot as Tenant deems necessary during the term of this Lease. At the conclusion of the lease, any striping completed shall remain in "as-is" condition on the subject lot. Tenant is authorized to install such signage as appropriate to indicate that the parking lot is restricted to Tenant's use, provided Tenant shall remove said signage at the conclusion of the Lease.

5. **Snow clearing.** Tenant shall keep the subject lot free of accumulated snow on a level consistent with that level of clearing service performed by Tenant on other downtown lots that Tenant's employees use.

6. **Other expenses.** Other expenses relating to the subject property not outlined above shall be the Landlord's responsibility, including the payment of any real estate taxes.

7. **Events of Default.** The following events shall be deemed to be events of default under this Agreement:

(a) Tenant shall have failed to pay the rent provided for herein within twenty (20) days after the same is due and payable;

(b) Landlord or Tenant shall have failed to comply with any other provisions of this Lease and shall not cure such failure within thirty (30) days written notice of such noncompliance by one party to the other.

8. **Landlord's right to terminate.** Landlord shall have the right to terminate this Agreement as of December 31 of any given calendar year if Landlord desires to sell or otherwise change the use of the property. Landlord shall give Tenant no less than sixty (60) days notice of Landlord's intent to terminate this Lease as of December 31 of the subject year. In the event of a contemplated sale, Landlord shall comply with the Right of First Refusal provisions contained herein. Notwithstanding any termination of the Tenant's right of use, however, Landlord shall be prohibited from renting the subject property as a parking lot to anyone other than Tenant until the end of the Initial Term, or through December 31, 2024.

9. **Tenant's right to terminate.** Tenant shall have the right to terminate this Agreement upon sixty (60) days written notice due to material breach of any term or condition of this agreement by Landlord or in the event that sufficient appropriations are not made available and budgeted for any calendar year.

10. **Tenant's right of first refusal to purchase the subject property.** In the event of a contemplated sale of the subject property, or any part thereof, by Landlord during the Initial Term or any renewal terms of this Lease as contemplated herein, Landlord agrees to give Tenant written notice at least sixty (60) days before the contemplated sale of the substance of the terms upon which the sale is proposed to be made (including a copy of the purchase and sale agreement, if any), which notice shall be sent by certified mail directed to the Tenant as set out herein, and thereupon for sixty (60) days from the date of mailing of that notice the Tenant shall have the right to purchase the premises on the terms and conditions proposed or such other terms and conditions as mutually agreed between Landlord and Tenant. If Tenant fails to exercise such option within the time aforesaid Landlord may enter into a binding contract on substantially the same terms as were provided to Tenant and this right of first refusal shall have no further force and effect; provided, however, that if the sale does not take place for any reason, or if the terms of sale are materially changed, the real estate must again be first offered to Tenant as provided herein. A transfer of the property in trust to secure a debt on the property shall not trigger this obligation.

11. **Notice to third parties.** Landlord agrees to execute any document prepared by Tenant, suitable for recording, that is designed to reasonably notify third parties of this Lease Agreement and the Right of First Refusal contemplated herein.

12. **Notices.** Any provision of notice called for herein shall be deemed given when a written notice is hand-delivered to the other party as set out herein, or in three (3) days after the same is placed in the U.S. Mail to the following addresses, as appropriate:

If to the Landlord:

Tom and Isabel Rife
3813 Cedar Lane
Columbia, MO 65201

If to the Tenant:

Boone County Commission
801 E. Walnut, Ste. 333
Columbia, Missouri 65201

With a copy to:

C.J. Dykhouse
Boone County Counselor
801 E. Walnut, Ste. 211
Columbia, Missouri 65201

13. **Miscellaneous.**

(a) The Agreement shall be interpreted according to and shall be governed by the laws of the State of Missouri.

(b) Any changes or modifications to this Agreement must be in writing and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Property.

(c) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

(d) Paragraph headings are for convenience only and in no way define or limit the scope and content of this Agreement.

(e) LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ONE PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SO AGREED.

LANDLORD:



Tom Rife



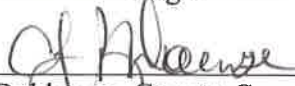
Isabel Rife

TENANT:

Boone County, Missouri
By and through its County Commission


By: 

Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:



C.J. Dykhouse, County Counselor

Attest:




Brianna L. Lennon, Boone County Clerk

Auditor Certification:
I hereby 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.



June Pitchford, Auditor



Date

12-2020

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STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the 7th day of January 2020

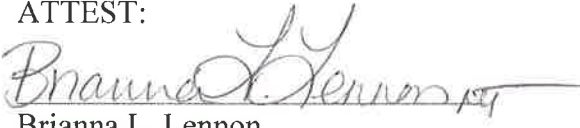
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Sheriff's Department to establish a budget for the funds awarded in the HMV Enforcement Grant for the period of 10/1/2019 through 09/30/2020.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1251	91300	Sheriff	Mach & Equip		4,568
1251	3411	Sheriff	Federal Grant Reimb		4,568
					9,136

Done this 7th day of January 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

CONTRACT *copy*

Form HS-1 Revision Reason: Other Version: 2 08/23/2019

Missouri Department of Transportation
 Highway Safety and Traffic Division
 P.O. Box 270
 830 MoDOT Drive
 Jefferson City, MO 65102
 Phone: 573-751-4161
 Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 20-PT-02-024
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Name of Grantee
 Boone County Sheriff's Dept.

Funding Source: 402 / 20.600

Grantee County
 Boone

Type of Project: Initial

Started: 10/01/2019

Grantee Address
 2121 County Dr.
 Columbia, MO 65202-9084

Federal Funds Benefiting

State:	
Local:	\$19,960.00
Total:	\$19,960.00

Telephone
 573-875-1111

Fax
 573-874-8953

Source of Funds

Federal:	\$19,960.00
State:	
Local:	\$0.00
Total:	\$19,960.00

Contract Period
Effective: 10/01/2019
Through: 09/30/2020

Prepared By
 Kliethermes, Mandy

[Signature] 10-1-19
 Subrecipient Authorizing Official Date

[Signature] 10-4-19
 Subrecipient Project Director Date

MHTC Authorizing Official Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the total obligated amount of \$19,960.00; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Other	Stalker Lidar XLR unit for speed enforcement and crash investigations.	2.00	\$2,284.00	\$4,568.00	\$0.00	\$4,568.00
					\$4,568.00	\$0.00	\$4,568.00
Personnel							
	Overtime and Fringe	Overtime and fringe for deputies working the slowdown details and various HMV details under this grant.	288.00	\$39.00	\$11,232.00	\$0.00	\$11,232.00
	Overtime and Fringe	Overtime and fringe to reimburse the cost of a dedicated communications operator (dispatcher for the slowdown/HMV details being conducted for this grant)	40.00	\$34.00	\$1,360.00	\$0.00	\$1,360.00
					\$12,592.00	\$0.00	\$12,592.00
Training							
	Professional Development	LETSAC Conference for BCSD deputies that have assisted in fulfilling the HMV grant funded details.	4.00	\$700.00	\$2,800.00	\$0.00	\$2,800.00
					\$2,800.00	\$0.00	\$2,800.00
Total Contract					\$18,960.00	\$0.00	\$19,960.00



QUOTE
2025099

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 11/07/19

Inside Sales Partner: Ed Kosanke
972-801-4818

Reg Sales Mgr: Chad Mirr
214-399-0430

Effective From : 02/01/2019

Valid Through: 12/31/2019

Lead Time: 21 working days

Bill To: Boone Co Sheriff's Department 2121 County Dr Columbia, MO 65202-9084	Customer ID: 011170 Accounts Payable	Ship To: Boone Co Sheriff's Department 2121 County Dr Columbia, MO 65202-9084	FedEx Ground Sergeant Nikki Antimi
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	2	808-5025-00	LIDAR-XLR-C - LI-Ion Handles, Charging Stand, Stor	24	\$2,284.00	\$4,568.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	1	2	200-0893-00	Lidar XLR		\$0.00
	2	4	200-0944-02	Lithium-Ion Battery Handle, SII, Lidar X-Series		\$0.00
	3	2	200-0839-00	Desktop Charger for LI-ON Battery Handle		\$0.00
	4	2	035-0211-00	Soft Storage Bag		\$0.00
	5	2	011-0002-00	Lidar Certificate of Accuracy		\$0.00
	6	2	011-0138-00	Lidar XLR Operators Manual		\$0.00
	7	2	011-0171-00	Lidar X-Series Quick Start Guide		\$0.00
	8	2	035-0364-00	Shipping Container, Lidar XLR/XS/LR		\$0.00
	9	2	060-1000-24	24-Month Warranty		\$0.00
Group Total						\$4,568.00

Product	\$4,568.00	Sub-Total:	\$4,568.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$4,568.00

MO State Contract #CC191825001

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions sent along with the Quote.

www.appliedconcepts.com

13-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 7th day of January 2020

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


Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Daniel Mings	Planning & Zoning Commission	January 7, 2020 thru December 31, 2023


Done this 7th day of January 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

Dan Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning & Zoning Commission

Name: Daniel Mings

Home Address: 5845 N. Hawk Rd.

City: Columbia **Zip Code:** 65202

Business Address: _____

City: _____ **Zip Code:** 65202

At which address would you prefer to be contacted?

E-mail: Inthebarntoday@aol.com

Phone (Home): (573)474-5007 **Phone (Work):** (573)474-5007

Fax: _____

Qualifications:

I have resided in Boone County since 1963 and have been a property owner since 1983. Additionally, I've owned a small business in Boone County since 1981.

Past Community Service:

I have been an active member of my childrens 4-H club for the past two years. My business has been a financial sponsor for many youth organizations in Boone County throughout the years. Most recently, in 2019, my business sponsored the Missouri Quarter Horse Association All Youth Charity Show, the Central Missouri Athletics Cross Country National Team and the Cedar Valley Riders Fun Show Circuit. I have also been a team sponsor for several Boone County youth baseball leagues in the past.

References:

Bob Fisher, Vice President, The Callaway Bank 3200 West Broadway, Columbia, MO. 65203 Bob.Fisher@CallawayBank.com; 573.447.5402 Steve Koertyohann 9901 E. Hwy. OO, Halsville, MO. 65255 Koirty55@gmail.com; 573.881.5364

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution