

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

16th

day of

June

20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Animal Control Enforcement Cooperative Agreement between Boone County and the City of Ashland.

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 16th day of June 2020.

ATTEST:

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

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner


AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANIMAL  
CONTROL ENFORCEMENT COOPERATIVE AGREEMENT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND,  
MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an Animal Control Cooperative Agreement with the Boone County Commission. The form and content of the Cooperative agreement shall be substantially as set forth in Exhibit "A" which, is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this 2<sup>nd</sup> day of June, 2020.




Gene Rhorer, Mayor

Attest:



Darla Sapp, City Clerk

Certified as to correct form:



Jeffrey Kays, City Attorney

**Animal Control Enforcement Cooperative Agreement**

THIS AGREEMENT is entered into this 16 day of June, 2020, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein "County") and the **City of Ashland**, a municipal corporation within the County of Boone, State of Missouri (herein "City");

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted Chapter 27 of the Code of Ordinances of the City of Ashland, copies are attached hereto and incorporated herein by reference, which are substantially the same as the Boone County Health Regulations, Chapter 2 – Animal Control, and desires to establish a program for inspection and enforcement of its Animal Control Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. The City shall enact and keep in full force the following "Animal Control Codes":
  - A. Chapter 27 – Animal Control. These ordinances shall be substantially similar to Chapter 2 of the Boone County Health Code, which is subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county animal control ordinances for

services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

B. An ordinance which establishes fines and penalties for violation of the Animal Control Codes and remedies to provide for the enforcement thereof, consistent with fees, fines, penalties and remedies provided for by the County for the same or similar circumstances. These fees, fines, penalties and remedies are subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county fees, fines, penalties and remedies for services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

C. An ordinance which authorizes this agreement and empowers the County through the City of Columbia/Boone County Health Department (hereafter "Department") to administer and enforce the foregoing regulations within City.

2. County agrees to provide animal code enforcement services within City through the Department at the anticipated services levels set out in Exhibit A. County also agrees to notify City in the event it amends Chapter 2 – Animal Control of the Boone County Health Code so as to allow City to amend as appropriate Chapter 27 of its Code of Ordinances so that the operative terms shall remain consistent. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

3. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.

4. For the term of this contract, June 7, 2020, through June 6, 2021, City agrees to pay County a rate of \$39.83 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. **However, the total reimbursement shall not exceed \$6,000 unless this contract is amended.** The City will be reimbursing for services rendered herein, and paid on a quarterly basis. This is a one-year contract and will not automatically renew. If the parties wish to continue services beyond June 6, 2021, they will enter into a new, written agreement.

5. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

6. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

**CITY OF ASHLAND:**

By: 

Mayor

ATTEST:

  
City Clerk

Approved as to form:

  
City Attorney

**BOONE COUNTY, MISSOURI:**

By: Daniel Atwill  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna Lennon  
Brianna Lennon, County Clerk

AUDITOR ACKNOWLEDGEMENT  
FOR BUDGET PURPOSES:

June Pitchford by sig - Revenue Only  
June Pitchford, Boone County Auditor  
Acct# 1730-3528

Approved as to form:

C.J. Dykhouse  
C.J. Dykhouse, County Counselor

## **Exhibit A**

### **Columbia/Boone County Health Department Ashland Animal Control Enforcement Cooperative Agreement Anticipated Level of Service**

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Emergency response: Emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.

262 -2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned

Term. 2020

In the County Commission of said county, on the 16th day of June 20 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Lease of State Owned Real Property, Lease #02611758 between Boone County and the State of Missouri.

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

Done this 16th day of June 2020.

ATTEST:

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

*Daniel Atwill*  
Daniel K. Atwill  
Presiding Commissioner  
*Fred J. Parry*  
Fred J. Parry  
District I Commissioner  
*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



STATE OF MISSOURI  
LEASE OF STATE OWNED  
REAL PROPERTY  
Lease #02611758

THIS LEASE, No. 02611758 (the "Lease"), is made and entered into the 1<sup>st</sup> day of June, 2020, by and between the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction ("the Lessor"), and Boone County Joint Communications, 2145 E. County Drive, Columbia, MO 65202 ("the Lessee") (State of Missouri Customer Number A0025155700).

WHEREAS, the Lessor owns property located at the former Central Missouri Correctional Center, Highway 179, Jefferson City, (Cole County), Missouri 65109 consisting of approximately 14,000 sq. ft. and an existing well house where the Lessee shall locate a radio tower and 911 communications system(s), as more particularly shown on Exhibit A, which is attached hereto and incorporated herein by reference ("Premises"); and

WHEREAS, the Lessee operates a 911 communications center that serves many of the citizens of the State of Missouri; and

WHEREAS, the Lessee's use of the Premises for a radio tower to serve its 911 communications center will promote the health and safety of such citizens;

WITNESSETH: The Lessor, in consideration of the covenants hereinafter set forth hereby demises and leases the Premises to the Lessee under the following terms and conditions:

1. **TERM OF LEASE**

- (a) The initial period of this Lease shall commence June 1, 2020, and end June 30, 2025 ("Initial Term").
- (b) The Lessor grants to the Lessee the option to renew this Lease for three (3) successive five year periods ("Renewal Periods").
- (c) The expiration of the final Renewal Period shall be June 30, 2040.
- (d) It is mutually agreed the Lessor may amend this agreement with thirty (30) day written notice to Lessee.

2. **RENTS**

- (a) The annual rent shall be in the amount of **ONE DOLLAR AND NO CENTS (\$1.00)** annually.
- (b) Rental payments shall be payable to the *Office of Administration, Division of Facilities Management, Design and Construction, Real Estate Services, 1731 Elm Court, Jefferson City, Missouri 65101.*

3. **RENEWAL TERMS**

- (a) The Lessee shall be deemed to have exercised each applicable renewal option for the succeeding five (5) year Renewal Period unless either party notifies the other, in writing, of its intent to terminate the Lease not less than sixty (60) consecutive calendar days prior to the expiration of the Initial Term or the applicable Renewal Period.
- (b) In the event the Lessee remains in possession of the Premises after the expiration date of this Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be occupying the Premises as a lessee from month-to-month. All the conditions of this Lease shall remain in effect insofar as they are applicable to a month-to-month tenancy except that the Lessor agrees to

accept the rental rate set forth above on a monthly basis until the Premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

#### 4. SERVICES

- (a) The Lessee shall be solely responsible for all charges for electricity, gas, telephone service, or any other utility used or consumed by the Lessee on the Premises. The Lessee shall have a meter or meters installed on the Premises for the Lessee's utility usage and the Lessee shall pay for the cost of installing, maintaining, upgrading and repairing such meter(s).

#### 5. USE OF PREMISES

- (a) The Lessee agrees to use the Premises for the purpose of erecting, constructing, maintaining, upgrading and servicing a free standing, 180'h three-leg, solid rod steel tower structure with weatherized hot dipped galvanized finish for a 911 communications system or systems ("Tower"), to include installation of feedline between the Tower and the separately metered utility services located in the well house. The Lessee may not utilize the property for any other purpose without approval of the Lessor.
- (b) The Lessor hereby grants to the Lessee, and their agents, servants, employees and contractors, a license over the Lessor's adjoining property for ingress and egress to the Premises ("Access License") for the purpose of erecting, installing, operating, inspecting, repairing, maintaining, and removing the Tower, communication system(s), facilities and other necessary appurtenances thereto. Such license for ingress and egress shall be over existing roads on the Lessor's adjoining property. The Lessee shall be obligated to repair any damage caused by the Lessee, or its agents or employees during use of the License. If there is no existing road that will allow the Lessee to access the Premises, the Lessee may construct a road for purposes of exercising the right of ingress and egress, at a location approved by the Lessor. The Lessee shall be solely responsible for the cost of construction and maintenance of any road it installs. The Lessor shall maintain the existing roads at its discretion, as funding allows. The Access License shall have the same term as this Lease.
- (c) The Lessor grants to the Lessee and to such utility companies as the Lessee shall designate, a non-exclusive license over its adjoining property for telephone lines, power lines, cables, and wires as may be reasonably necessary to serve the Premises. The Utility License(s) shall be sufficiently wide for providing the applicable utilities to the Premises. It is understood that the Lessee and the utility companies providing services to the Lessee shall have access to all areas of the Premises and other lands and rights-of-way owned or leased by the Lessor as necessary for installation, operation, inspection, upgrade, maintenance, and/or repair of such utility services. The Lessee shall advise the Lessor of any utility company requiring access to the Lessor's property, and obtain the Lessor's approval for location of the utilities. The Utility License(s) shall have the same term as this Lease.
- (d) Except in cases of emergency, the Lessee shall give the Lessor notice 24 hours in advance of the Lessee or any utility provider accessing the property under the licenses granted above. Access to the Premises may be denied by the Lessor for institutional safety and security purposes.
- (e) The Lessee shall be solely responsible for all expenses incurred in installing, operating, maintaining, upgrading and servicing the Tower and the 911 communications system(s).
- (d) The Lessee shall not have the right to assign its rights under this Lease, in whole or in part, to any other entity without the written consent of the Lessor, which shall not be unreasonably conditioned, withheld or delayed.
- (e) The Lessee, its agents and employees must use the Premises consistent with all applicable State, federal and local laws, regulations and ordinances. No alcohol may be brought upon or used in or upon the Premises. Hazardous materials may not be brought upon or stored upon the Premises. No firearms or weapons shall be carried on the Premises by the Lessee, its agents, employees or clients. Cigarette or tobacco use is not allowed on the Premises.

**6. ALTERATIONS AND IMPROVEMENTS**

- (a) The Lessee shall have the right to construct the Tower, as described above, and 911 communications system(s), make related alterations and improvements, attach fixtures, and erect additions or structures in or upon the Premises at the Lessee's sole expense upon prior written approval by the Lessor, which shall not to be unreasonably conditioned, withheld or delayed.
- (b) The Lessee shall, upon expiration or termination of this Lease, remove the Tower, and all facilities and equipment and surrender the Premises to the Lessor in same order and condition that they were in at the commencement of this Lease, reasonable wear and tear excepted. The Lessor may waive the removal requirement for one or more installations or parts thereof by written notice to the Lessee. Any fixtures, additions or structures not removed shall be forfeited to the Lessor at the termination or expiration of this Lease.
- (c) All improvements made by the Lessee shall be made and maintained at the Lessee's sole expense.
- (d) The Lessee or its designee shall be subject to applicable laws, including Missouri Prevailing Wage laws, when making all repairs or improvements to the Premises.

**7. PREMISE MAINTENANCE**

- (a) The Lessee shall be solely responsible for the maintenance and upkeep of the Tower and all associated structures or facilities. The Lessor shall not provide any maintenance to the Tower, 911 communications system(s), the existing well house, or surrounding property included in the Premises.
- (b) The Lessor may enter and inspect the Premises.

**8. DAMAGE OF PREMISES**

The Lessee agrees to pay for any damage to the Premises caused by the acts of the Lessee or its employees, agents or clients, ordinary wear and tear excepted, taking into consideration the Lessee's intended use of the Premises.

**9. PROPERTY OF LESSEE**

The Lessee agrees that all property owned by it, in, on or about the Premises shall be at the sole risk and hazard of the Lessee. The Lessor shall not be liable or responsible for any loss or damage to Lessee's property, or to the property of anyone claiming under or through Lessee.

**10. INDEMNIFICATION**

Only to the extent allowed under Missouri law, the Lessee and the Lessee's affiliates or designees, and their officers, directors, employees and agents, shall indemnify and hold the Lessor harmless from all liabilities, charges, costs and expenses, including counsel fees, arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from the Lessee's use of the Premises and not otherwise due to the fault, actions or omissions of the Lessor or any person for whom the Lessor is legally responsible.

**11. NOTICES**

Any notice by the Lessee concerning this Lease shall be sent by overnight or certified mail, recipient signature or return receipt requested, to:

Office of Administration  
Division of Facilities Management, Design and Construction  
Real Estate Services  
1731 Elm Court,

Jefferson City, Missouri 65101

Any notice by the Lessor concerning this Lease shall be sent by the Deputy Director, Real Estate Services, Division of Facilities Management, Design and Construction, by overnight or certified mail, recipient signature or return receipt requested, to the mailing address provided and updated by the Lessee, with the current contact address being as follows:

Boone County Joint Communications  
Attn: Director  
2145 County Drive  
Columbia, MO 65202

## 12. INSURANCE

- (a) The Lessee shall maintain general liability insurance in the amount of two million dollars (\$2,000,000.00) for all claims arising out of a single accident or occurrence and three hundred thousand dollars (\$300,000.00) for any one person in a single accident or occurrence. The policy of insurance shall have "The State of Missouri" as an additional loss payee, and shall provide at least 30 days prior notice of cancellation to Lessor.
- (b) Notwithstanding the foregoing, the obligation imposed by the Lessor for the Lessee to maintain a policy of insurance shall not be construed to be a waiver of sovereign immunity on the part of the Lessor.
- (c) The Lessee shall provide the Lessor proof of insurance at the beginning of each lease year and upon request by the Lessor.

## 13. BINDING AND ENTIRE AGREEMENT

- (a) Lessee understands and agrees that the Lessor's covenants and agreements contained in this Lease shall be binding upon the Lessor solely to the extent permitted by applicable laws. The Lessor shall not be liable for any costs associated with termination caused by the effect of law.
- (b) The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the parties, their respective successors, administrators, executors and assigns.
- (c) This Lease contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understanding of the parties with respect thereto, whether oral or written.
- (d) Section headings contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- (e) If any provision of this Lease or the application thereof to any person or circumstance is found to be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- (f) Except as may otherwise be expressly provided in this Lease, every amendment or modification to this Lease shall be in writing and executed by both parties.

## 14. INTERFERENCE

Lessee agrees not to allow any use of Lessee's equipment or the Premises that may cause interference with or cause the improper operation of the Premises, Lessor's equipment, Lessor's communications signal or system, or any third party's equipment or communications system located on the Premises. In the event Lessee's equipment or Lessee's use of the Premises causes measurable interference with or the improper operation of the Premises, Lessor's equipment or communications system or any third party's equipment or

communications system located on the Premises, Lessee, upon notification of such interference, agrees to promptly remedy such interference at Lessee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Lessor's sole satisfaction.

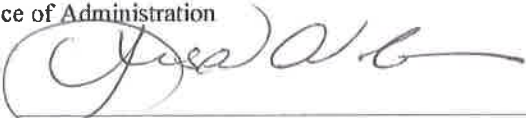
15. COMPLIANCE WITH PERMITTING AND FCC RADIO FREQUENCY EMISSIONS REQUIREMENTS

- (a) Should any permits, licenses or approvals, including, but not limited to, zoning and use permits, FCC licenses, or FAA approval, be required for the Lessee's use of the Premises, the Lessee shall apply for and maintain such permits, licenses and/or approvals at its own cost and expense. The Lessor agrees to sign any application or other documents required and to cooperate with and assist the Lessee in obtaining such permits, licenses or approvals. Nothing herein shall be construed to impose a requirement that does not exist in law.
- (b) To the extent the Lessee installs equipment at the Premises that emits radio frequencies subject to regulation by the Federal Communications Commission ("FCC"), the Lessee shall ensure that the Lessee's use, installation, or modification of such equipment does not cause radio frequency exposure levels of all the existing equipment located at the Premises and in the surrounding vicinity, including the Lessee's equipment, Lessor's equipment and those of third parties, to exceed those levels permitted by the FCC.

- 1. If it is determined that the radio frequency levels at the Premises and in the surrounding vicinity exceed exposure levels set by the FCC, and the responsible party causing such exposure cannot be identified, then the Lessee shall reconfigure the Lessee's equipment, including, but not limited to, reducing power levels, as reasonably directed by the Lessor, and shall participate in all activities and efforts as are necessary in order to meet FCC compliance levels.
- 2. The Lessee agrees that, in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation that place the Premises in non-compliance, the Lessee will cooperate with the Lessor to bring the Premises into compliance including, but not limited to, sharing pro rata the costs associated with bringing the Premises into compliance.
- 3. The Lessee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), the Lessee shall reduce operating power or cease operation of the Lessee's equipment when it is necessary to prevent the overexposure of workers on the Premises to radio frequency radiation.

**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.  
 Auditor 5 for June Payroll Date 6/9/20

IN WITNESS WHEREOF, authorized representatives of the parties have hereunto affixed their signatures as evidence of their intent to be bound thereby.

LESSOR:  
 Office of Administration  
 By:   
 Lisa Cavender, Deputy Director of Real Estate Division of Facilities Management Design and Construction

LESSEE:  
 Boone County  
 By: Daniel Atwill  
 Dan Atwill, Presiding Commissioner  
 Attest: Brianna Lennon  
 Brianna Lennon, County Clerk

Date: 6-25-2020  
 LAC:sn

Date: 6.16.20  
 APPROVED AS TO LEGAL FORM  
 DATE: 6/18/20



Rev 5/2/2018

EXHIBIT A  
Former Central Missouri Correctional Center

Proposed Location for Radio Tower

Well House



14,000 sq. ft. area -----

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

June

20 20

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

Now on this day the County Commission of the County of Boone does hereby authorize the approval of Change Order #4 and #5 to Boone County Support Services, Bid Number 35-18JUL19.

Terms of the Change Orders are stipulated in the attached Change Orders #4 and #5. It is further ordered Commissioner Janet M. Thompson is hereby authorized to sign said Change Orders.

Done this 16th day of June 2020.

ATTEST:

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

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## CHANGE ORDER

**PROJECT:**  
Boone County Support Services  
Bid Number 35-18JUL19

**CHANGE ORDER NUMBER:** 04

**DATE OF ISSUANCE:** 06/8/2020  
**CONTRACT DATE:** 08/08/2019

**OWNER:**  
Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

**PWA PROJECT NUMBER:** 201823

**TO CONTRACTOR:**  
Little Dixie Construction, LLC  
1431 Cinnamon Hill Lane, Suite 209.  
Columbia, Missouri 65201

**ARCHITECT:**  
PWArchitects, Inc.  
2120 Forum Blvd., Suite 101  
Columbia, MO 65203

### Change Order Number 04:

The Contract is changed as follows:

See attached PCO#004 and PCO #005:

Owner requested to change the type of sealer used for the exterior concrete paving resulting in an add for the new sealer and a credit for the original specified concrete sealer.

Adds:	\$	18,927.18
Deducts:	\$	(2,675.00)

**Total CO #04 .....\$ 16,252.18**

**Not valid until signed by the Owner, Architect and Contractor.**


The Original Contract Sum was	\$ 1,990,707.00
Net Change by previously authorized Change Orders	\$ (25,920.20)
The Contract Sum prior to this Change Order was	\$ 1,964,786.80
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$ 16,252.18
The new Contract Sum including this Change Order will be	\$ 1,981,038.98
The Original Contract Time +/- previous change orders for the project was	168 workdays
Contract Period for Construction is Increased/Decreased by	0 days
New Contract Period for New Building and Site	168 workdays
Contract Completion Date is	April 11, 2020



ARCHITECT  
PWArchitects, Inc.  
Erik Miller, AIA, CDT  
Principal

BY

DATE

  
6.8.2020

CONTRACTOR  
Little Dixie Construction, LLC  
John States  
Owner

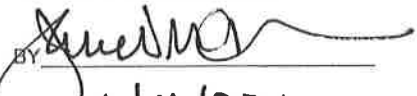
BY

John States  
DATE June 9, 2020 | 9:01 AM CDT

OWNER  
Boone County, Missouri  
Janet M. Thompson  
District II Commissioner

BY

DATE

  
6/16/2020

OWNER'S REPRESENTATIVE  
Boone County Facility Maintenance  
Doug Coley  
Director of Facilities

BY

DATE

  
6/10/2020

OWNER'S PROJECT BUDGET  
Boone County Auditor  
Accountant-Auditor's Office

BY

DATE

Heather Aden  
6/11/2020



**PCO #004**

Little Dixie Construction  
 1431 Cinnamon Hill Lane Suite 209  
 Columbia, Missouri 65201  
 Phone: (573) 449-7200  
 Fax: (573) 449-7300

Project: 190017 - BC Support Services Bldg  
 2111-2177 E County Dr.  
 Columbia, Missouri 65202  
 Phone: 5734497200  
 Fax: 5734497300

**Prime Contract Potential Change Order #004: COR #004 - Credit for Sealer  
 Included in Emery Sapp's Bid**

<b>TO:</b>	County of Boone, Missouri 613 E. Ash Street Columbia, Missouri 65201	<b>FROM:</b>	Little Dixie Construction 1431 Cinnamon Hill Lane Suite 209 Columbia, Missouri 65201
<b>PCO NUMBER/REVISION:</b>	004 / 0	<b>CONTRACT:</b>	1 - BC Support Services Bldg Prime Contract
<b>REQUEST RECEIVED FROM:</b>	Erik Miller (PWArchitects)	<b>CREATED BY:</b>	MacKenzie Thorp (Little Dixie Construction)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/7/2020
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	(\$2,675.00)

**POTENTIAL CHANGE ORDER TITLE:** COR #004 - Credit for Sealer Included In Emery Sapp's Bid

**CHANGE REASON:** Owner Change

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
 CE #013 - Credit to NOT Supply Concrete Pavement Sealant

**ATTACHMENTS:**  
 CO #3 - Pavement Sealant - Material Credit.pdf

#	Cost Code	Description	Type	Amount	GC Profit (7.00% Applies to all line item types.)	Subtotal
1	31-00-00 - Earthwork	Credit for concrete sealant	Subcontract	(\$2,500.00)	(\$175.00)	(\$2,675.00)
<b>Subtotal:</b>				(\$2,500.00)	(\$175.00)	(\$-2,675.00)
<b>Grand Total:</b>					(\$2,675.00)	

Erik Miller (PWArchitects)  
  
 Missouri 65203

County of Boone, Missouri  
 613 E. Ash Street  
 Columbia, Missouri 65201

Little Dixie Construction  
 1431 Cinnamon Hill Lane Suite 209  
 Columbia, Missouri 65201

*John States*

April 7, 2020 | 3:10

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

2301 I-70 Dr NW  
Columbia, MO 65202  
PH: 573.445.8331  
FAX: 573.446.4805



## CHANGE ORDER REQUEST #3

<b>Submitted To:</b> Little Dixie Construction	<b>Date:</b>	3/18/2020
<b>Address:</b> 1431 Cinnamon Hill Ln Suite 209 Columbia, MO 65201	<b>Contact Person:</b>	<b>Kenzie Thorp</b>
<b>Engineer:</b> All-State Consultants	<b>Email:</b>	<a href="mailto:mthorp@ldconst.com">mthorp@ldconst.com</a>
<b>Job Location:</b> Columbia, MO	<b>Date of Plans:</b>	
	<b>Job Name:</b>	Boone County Support Services

We hereby propose to furnish materials and labor necessary for the completion of:

### Credit - Pavement Sealant Material

1.00 LS	Pavement Sealant Material	@	\$ (2,500.00)	\$	(2,500.00)
---------	---------------------------	---	---------------	----	------------

<b>Total Contract Adjustments for Work = \$ (2,500.00)</b>
--

### Clarifications

Both Pricing and Exclusions/Clarifications constitute our proposal.  
All Exclusion/Clarifications from Original Proposal/Subcontract apply here, unless specifically noted otherwise.

We hereby propose to furnish material and labor -- complete in accordance with above specifications, for the following price:

### SEE ABOVE

Payment to be made as follows:

### Estimates First of Month

**Terms Net 15 Days**

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us  
if not accepted within 30 days.

Authorized Signature

**Acceptance of Proposal** The above prices, specifications, and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Signature

Date



**PCO #005**

Little Dixie Construction  
 1431 Cinnamon Hill Lane Suite 209  
 Columbia, Missouri 65201  
 Phone: (573) 449-7200  
 Fax: (573) 449-7300

Project: 190017 - BC Support Services Bldg  
 2111-2177 E County Dr.  
 Columbia, Missouri 65202  
 Phone: 5734497200  
 Fax: 5734497300

**Prime Contract Potential Change Order #005: COR #005 - Concrete Paving Cure & Seal**

<b>TO:</b>	County of Boone, Missouri 613 E. Ash Street Columbia, Missouri 65201	<b>FROM:</b>	Little Dixie Construction 1431 Cinnamon Hill Lane Suite 209 Columbia, Missouri 65201
<b>PCO NUMBER/REVISION:</b>	005 / 0	<b>CONTRACT:</b>	1 - BC Support Services Bldg Prime Contract
<b>REQUEST RECEIVED FROM:</b>	Doug Coley (County of Boone, Missouri)	<b>CREATED BY:</b>	MacKenzie Thorp (Little Dixie Construction)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/20/2020
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$18,927.18

**POTENTIAL CHANGE ORDER TITLE:** COR #005 - Concrete Paving Cure & Seal

**CHANGE REASON:** Owner Change

**POTENTIAL CHANGE ORDER DESCRIPTION:** (The Contract Is Changed As Follows)  
CE #016 - County Concrete Paving Cure & Seal

**ATTACHMENTS:**  
Nu-Way Invoice - P3 Protect.pdf

#	Cost Code	Description	Type	Amount	GC Profit (7.00% Applied to all line item types.)	Subtotal
1	32-13-13 - Concrete Paving	Spray Lok P3 Protect	Material	\$17,313.95	\$ 1,211.98	\$18,525.93
2	01-31-00 - Project Manager	PM's Time (5 hours @\$75/hr)	Labor	\$375.00	\$ 26.25	\$401.25
				<b>Subtotal:</b>	\$17,688.95	\$1,238.23
				<b>Grand Total:</b>		\$18,927.18

Erik Miller (PWArchitects)  
  
 Missouri 65203

County of Boone, Missouri  
 613 E. Ash Street  
 Columbia, Missouri 65201

Little Dixie Construction  
 1431 Cinnamon Hill Lane Suite 209  
 Columbia, Missouri 65201

*John States*

April 22, 2020 | 6:27

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

# Sales Invoice



**Nu Way Concrete Forms Central, Inc.**  
 3100 South Ten Mile Drive  
 Jefferson City, Missouri 65109  
 Phone: 800.345.9154  
 Fax: 573.893.8737

**Invoice No** 1673786  
**Invoice Date** 04/09/2020  
**Terms** Net 30  
**Customer** 4558  
**Purchaser** MACKENZIE THORP  
**Your Ref** BCSS

**Invoice Address**  
 LITTLE DIXIE CONST.  
 1431 CINNAMON HILL LANE  
 SUITE 209  
 COLUMBIA, Missouri, 65201

**Delivery Address**  
 LITTLE DIXIE CONST.  
 BCSS Court Services  
 2177 E County Line Dr  
 Columbia, Missouri, 65203

**Our Ref** 6537780  
**Entered By** Don Powell  
**Sales Rep** JAMES WILLIAMS  
**Ship Via** Nu Way Truck



Special Instructions	Notes
	Job BCSS Court Services Ordered by Levi Rusk 573-418-1424 W Spray Tech

Line	Description	Qty/Footage	Tax	Price	Per	Total
1	zz_SOPO_GROUT & CHEMICALS_3932 - P3 Protect 5 Gal Pails	40 ea	Y	425.00	ea	17,000.00
2	Freight: Inbound - Freight1 - Freight: Inbound		Y			313.95
3	Delivery Charge - DC - Delivery Charge		N			5.00
<b>Total Weight:</b>		0.00 lbs				

The invoice is due on 05/09/2020.  Returns & exchanges must be made within 30 days. Refund must be accompanied by sales receipt. Restocking and/or handling charges may apply.  Thank you for your business !	<b>Total Amount</b>	17,318.95
	<b>Taxable at 7.725%</b>	17,313.95
	<b>Sales Tax</b>	4,337.50
	<b>Invoice Total</b>	\$18,650.45

Goods received in good condition

Print name \_\_\_\_\_

Signature \_\_\_\_\_



## CHANGE ORDER

**PROJECT:**  
Boone County Support Services  
Bid Number 35-18JUL19

CHANGE ORDER NUMBER: 05

DATE OF ISSUANCE: 06/8/2020  
CONTRACT DATE: 08/08/2019

**OWNER:**  
Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

PWA PROJECT NUMBER: 201823

**TO CONTRACTOR:**  
Little Dixie Construction, LLC  
1431 Cinnamon Hill Lane, Suite 209.  
Columbia, Missouri 65201

**ARCHITECT:**  
PWArchitects, Inc.  
2120 Forum Blvd., Suite 101  
Columbia, MO 65203

### Change Order Number 05:

The Contract is changed as follows:

See attached PCO#006:

For proper installation sequencing of the required fire barrier system over spray foam insulation it was necessary in several areas of walls to eliminate the specified spray coating barrier and install gypsum board as a substrate for the proper installation of spray foam. This resulted in additional cost for installation of finished gypsum board and deducts for spray foam, fire barrier coating and metal liner panel.

Adds: \$ 21,163.53  
Deducts: \$ (8,761.26)

**Total CO #05 .....\$ 12,402.27**

**Not valid until signed by the Owner, Architect and Contractor.**

The Original Contract Sum was	\$ 1,990,707.00
Net Change by previously authorized Change Orders	\$ (9,668.02)
The Contract Sum prior to this Change Order was	\$ 1,981,038.98
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$ 12,402.27
The new Contract Sum including this Change Order will be	\$ 1,993,441.25
The Original Contract Time +/- previous change orders for the project was	168 workdays
Contract Period for Construction is Increased/Decreased by	5 days
New Contract Period for New Building and Site	173 workdays
Contract Completion Date is	April 16, 2020

ARCHITECT  
PWArchitects, Inc.  
Erik Miller, AIA, CDT  
Principal

BY

DATE 6-8-2020

CONTRACTOR  
Little Dixie Construction, LLC  
John States  
Owner

BY

DATE June 8, 2020 | 12:49 PM

OWNER  
Boone County, Missouri  
Janet M. Thompson  
District II Commissioner

BY

DATE

OWNER'S REPRESENTATIVE  
Boone County Facility Maintenance  
Doug Coley  
Director of Facilities

BY

DATE

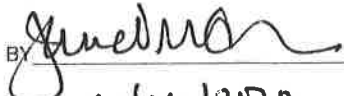
OWNER'S PROJECT BUDGET  
Boone County Auditor  
Accountant-Auditor's Office

BY

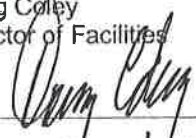
DATE



John States



6/16/2020



6/10/2020

Heather Acton

6/11/2020



**PCO #006**

Little Dixie Construction  
 1431 Cinnamon Hill Lane Suite 209  
 Columbia, Missouri 65201  
 Phone: (573) 449-7200  
 Fax: (573) 449-7300

Project: 190017 - BC Support Services Bldg  
 2111-2177 E County Dr.  
 Columbia, Missouri 65202  
 Phone: 5734497200  
 Fax: 5734497300

**Prime Contract Potential Change Order #006: COR #006 - RFP #01**

<b>TO:</b>	County of Boone, Missouri 613 E. Ash Street Columbia, Missouri 65201	<b>FROM:</b>	Little Dixie Construction 1431 Cinnamon Hill Lane Suite 209 Columbia, Missouri 65201
<b>PCO NUMBER/REVISION:</b>	006 / 0	<b>CONTRACT:</b>	1 - BC Support Services Bldg Prime Contract
<b>REQUEST RECEIVED FROM:</b>	Erik Miller (PWArchitects)	<b>CREATED BY:</b>	MacKenzie Thorp (Little Dixie Construction)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	5/13/2020
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	5 days	<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$12,402.27

POTENTIAL CHANGE ORDER TITLE: COR #006 - RFP #01

CHANGE REASON: Request for Proposal

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #017 - Request For Proposal #01  
 Please provide pricing per the attached RFP #01 documents.

**ATTACHMENTS:**

500507-48 24 GA PW PROPOSAL.pdf RFP #1 - REV3.pdf Craftsman COR - RFP #01 REV1.pdf

#	Cost Code	Description	Type	Amount	GC Profit (7.00% Applies to all line item types.)	Subtotal
1	07-21-19 - Foamed In-Place Insulation	RFP #01	Subcontract	(\$8,813.00)	(\$406.91)	(\$6,219.91)
2	09-21-00 - Drywall	RFP #01	Subcontract	\$13,803.00	\$ 952.21	\$14,555.21
3	09-90-00 - Painting & Coating	RFP #01	Subcontract	\$5,876.00	\$ 411.32	\$6,287.32
4	13-34-00 - PEMB	RFP #01	Purchase Order	(\$1,175.09)	(\$82.26)	(\$1,257.35)
5	13-34-00 - PEMB	RFP #01	Subcontract	(\$1,200.00)	(\$84.00)	(\$1,284.00)
6	01-31-00 - Project Manager	PM's Time (4 hrs @ \$75/hr)	Other	\$300.00	\$ 21.00	\$321.00
<b>Subtotal:</b>				\$11,590.91	\$811.38	\$12,402.27
<b>Grand Total:</b>					\$12,402.27	





**PCO #006**

**Erik Miller (PWArchitects)**  
  
Missouri 65203

**County of Boone, Missouri**  
813 E. Ash Street  
Columbia, Missouri 65201

**Little Dixie Construction**  
1431 Cinnamon Hill Lane Suite 209  
Columbia, Missouri 65201

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Little Dixie Construction

**From:** Walt Imhoff  
**To:** MacKenzie Thorp  
**Subject:** RE: BCSS RFP #01Amended  
**Date:** Wednesday, May 13, 2020 11:58:35 AM  
**Attachments:** image002.png

---

**From:** Walt Imhoff  
**Sent:** Thursday, April 30, 2020 10:41 AM  
**To:** MacKenzie Thorp <[mthorp@ldconst.com](mailto:mthorp@ldconst.com)>  
**Subject:** Boone County Support Services Building RFP-01

Kenzie,

Here is the cost for the work associated with RFP #1.

**RE: RFP #1**

Scope of work:

Furnish and install H-Channel support framing for the Metal Liner Panels.  
Deleted metal framed walls as noted add H-Channel framing for Plywood.  
Furnish and install Batten Insulation as noted  
Hang, tape and finish exposed sheetrock as noted.  
Apply Knock-down Texture on the noted walls, ~~deleted~~

4608 sqft. of 5/8" sheetrock @ \$.40-----	\$1,843.00
816 sqft. of R-22 Batten Insulation @ \$.54-----	\$440.00
1,440' of 7/8" H-Channel @ \$.37 per ft-----	\$533.00
Deduct 576' of 3 5/8" 20ga. Framing @ \$.53-----	(\$305.00)
Mud, Tape, Plastic, Screws and Fasteners-----	\$250.00
Total-----	10% profit \$376.00
<b>Total materials-----</b>	<b>\$3,037.00</b>
<b>80 hours of Carpenter labor @ \$68.00-----</b>	<b>\$5,440.00</b>
<b>64 hours of Taper labor @ \$62.00-----</b>	<b>\$3,968.00</b>
<b>Lift Rental-----</b>	<b>\$750.00</b>
<b>Extra Clean up-----</b>	<b>\$408.00</b>
<b>Total cost-----</b>	<b>\$13,603.00</b>

Sincerely,

Walt Imhoff



---

<b>Project:</b> #63-BC Support Services Building Contract #SC-012-099000 Contract Date: 8/22/2019	<b>General Contractor:</b> Little Dixie Construction 3316 Lemone Ind. Blvd Columbia MO 65201	<b>Prepared By:</b> Wendy Larson wendy@craftsmanpaintingllc.com 5/6/2020
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<b>1. RFP #01 a</b>	<b>\$5,876.00</b>
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<b>Total Price:</b>	<b>\$5,876.00</b>
Original Contract Sum:	\$7,496.00
Net Change by Previously Authorized Change Orders:	\$0.00
Adjusted Contract Sum Prior to This Change Order:	\$7,496.00
Value of This Change Order:	\$5,876.00
Revised Contract Total:	\$13,372.00

We hereby agree to make the changes specified for Total Price listed above.

CONTRACTOR: Mark Larson, Project Manager  
Craftsman Painting, LLC

---

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTED BY: \_\_\_\_\_  
Little Dixie Construction

COMPONENT QUOTE AND ORDER DOCUMENT

**NUCOR STEEL STORE**

AUTH #:

PROJECT #:  
 INTERNAL QUOTE #: 200507-48  
 REV. / ALT.: DATE: 05/12/2020  
 RELATED JOB #: T19M0282 Page 1 of 2  
 P.O. #:

ORDER INFORMATION		CONTACT INFORMATION	
Job Name	BC Support Services Bld. 12 x 62	Name	MacKenzie Thorp
Buyer Name	Little Dixie Construction LLC	Phone	(573) 864-4533
Address	3316 LeMone Ind Blvd	Fax	
City, State Zip	Columbla, MO 65201	Mobile Phone	
Country	US	E-Mail Address	mthorp@ldconst.com

Quote Requested	Requested Completion	Requested Delivery
Ship Address	2111-2177 E County Dr.	SHIP AND DELIVER WITH COMPONENT QUOTE 200507-38 -
City, State Zip	Columbla, MO 65202	
County	Boone	
	Directions	
	Country	US

	SALES \$\$\$	SALES TONS
PRIMARY BUILT UP		
STRUCTURAL ACC		
HOT ROLLED		
C & Z COLD FORM		
STANDING SEAM ROOF		
SCREW DOWN ROOF		
WALL SHEETING	\$ 921.89	0.46
TRIM	\$ 173.60	0.03
ACCESSORIES	\$ 29.60	0.01
BUYOUTS		
JOIST AND DECK		
METAL BUILDINGS		
BUNDLING AND CRATING	\$50.00	
GRATING		
DISCOUNT		
ENG. COST (MAN-HOURS)		
SUB-TOTAL	\$ 1,175.09	
HANDLING / FREIGHT	\$0.00	
ESTIMATED TAX	EXEMPT	
TOTAL (USD)	\$ 1,175.09	0.50

**For Internal Use Only**

**Credit Terms**  
 CIA     COD     Credit Card     Open

**Credit Approval**  
 \_\_\_\_\_  
 INITIALS                      DATE

This price is based on order entry by 06/12/2020  
 And shipment by 07/12/2020

GST, PST, and HST are not included in Total Price for Canadian orders unless noted otherwise.

Subject to credit approval and the terms and conditions set out in these documents, those incorporated within your builder agreement, or on file with Nucor at order acceptance, all of which are specifically referred to and incorporated by this reference, Nucor Corporation, its affiliates, subsidiaries, and divisions (Seller) proposes to furnish material as described above using Nucor standard material. Standard credit terms are cash in advance. Open account terms can be requested provided a credit application be requested, completed, and returned with the order. The Seller will review your application for consideration of open account. With an open account, payment terms are 1/2 of 1% discount (freight not discounted) if paid within 10 days. If not paid within 10 days, payment is due in 30 days from delivery or offer to deliver, no retainage allowed. Combined with the terms and conditions, this is the sole agreement between the Seller and the Purchaser. Any modification or submission of an addendum to this contract will affect the schedule, price, or acceptance of this order. Nucor does not guarantee time or day of arrival for component orders. If timing is critical, you may request to arrange for pick-up and delivery of product manufactured by Nucor. All products ordered herein are manufactured to standard Seller's specifications and tolerances. Coordination with other materials and disciplines is the responsibility of the Purchaser. COMPONENT ORDERS CANNOT BE CANCELLED OR AMENDED. BE SURE OF YOUR ORDER BEFORE YOU SIGN. RESPONSIBILITY FOR QUANTITY, DIMENSIONAL DATA, ENGINEERING, AND MERCHANTABILITY OF FITNESS LIES WITH THE PURCHASER.

<b>NUCOR STEEL STORE</b>		<b>BUYER'S ACCEPTANCE</b>	
Proposed	Michael Fotheringham	By	_____
	NUCOR REPRESENTATIVE		BUYERS AUTHORIZED REPRESENTATIVE
	05/12/2020		DATE
	DATE	Title	_____

COMPONENT QUOTE AND ORDER DOCUMENT

**NUCOR STEEL STORE**

AUTH #:

PROJECT #:			
INTERNAL QUOTE #:	200607-48		
REV. / ALT.:		DATE:	05/12/2020
RELATED JOB #:	T19M0282	Page 2 of 2	
P.O. #:			

**Metal Building Components**

Terrell, Texas  
600 Apache Trail - Terrell, TX 75160  
- Phone: (972) 524-5407 - Fax: (972) 524-5417

Qty	Part Name	Description	Color	Gauge	Width	Length	Weight	Price
22.0	CW4-14400	CLASSIC WALL PANEL	PW	24.000	42.75"	12' 0 0/16"	41.86	\$921.89
14.0	TXP01 (TXP01)	MODIFIED J TRIM	PW	24.000	5.88"	12' 2 0/16"	4.95	\$173.60
500.0	H1040	WF 12-14 X 1 1/4 TCP2 W/O WASHER	PW	0.000	0.00"	0' 0 0/16"	0.01	\$17.20
500.0	H1060	WF 1/4-14 X 7/8" TCP1 W/O WASHER	PW	0.000	0.00"	0' 0 0/16"	0.01	\$12.40

## PROPOSAL REQUEST

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**PROJECT:**  
Boone County Support Services  
Bid Number 35-18JUL19

REQUEST FOR PROPOSAL NUMBER:01

DATE OF ISSUANCE: 04/21/2020  
CONTRACT DATE: 08/08/2019

**OWNER:**  
Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

PWA PROJECT NUMBER: 201340

**TO CONTRACTOR:**  
Little Dixie Construction, LLC  
1431 Cinnamon Hill Lane, Suite 209  
Columbia, Missouri 65201

**ARCHITECT:**  
PWArchitects, Inc.  
2120 Forum Boulevard, Suite 101  
Columbia, MO 65203

---

Please submit an Itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 business days or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS. AN OFFICIAL CHANGE ORDER WILL FOLLOW ONLY AFTER THIS REQUEST HAS BEEN RESPONDED TO WITH AN OFFICIAL APPROVAL TO PROCEED BY THE OWNER.

---

**Description:**

The attached Drawing A-101-a Indicates the proper placement and locations for spray foam insulation within interior partitions which form thermal separations for isolating areas served by HVAC systems.

Due to the needs of spray foam installation gypsum board has been added to form a thermal barrier in several locations, as required by the building code.

In consideration of the requirements and sequencing of this installation eliminating some areas of spray foam, metal stud framing, metal liner panels and other finishes have been indicated to reduce the impact for added costs in an effort to balance added gypsum board installation with potential credits for certain materials.

**Attachments:**

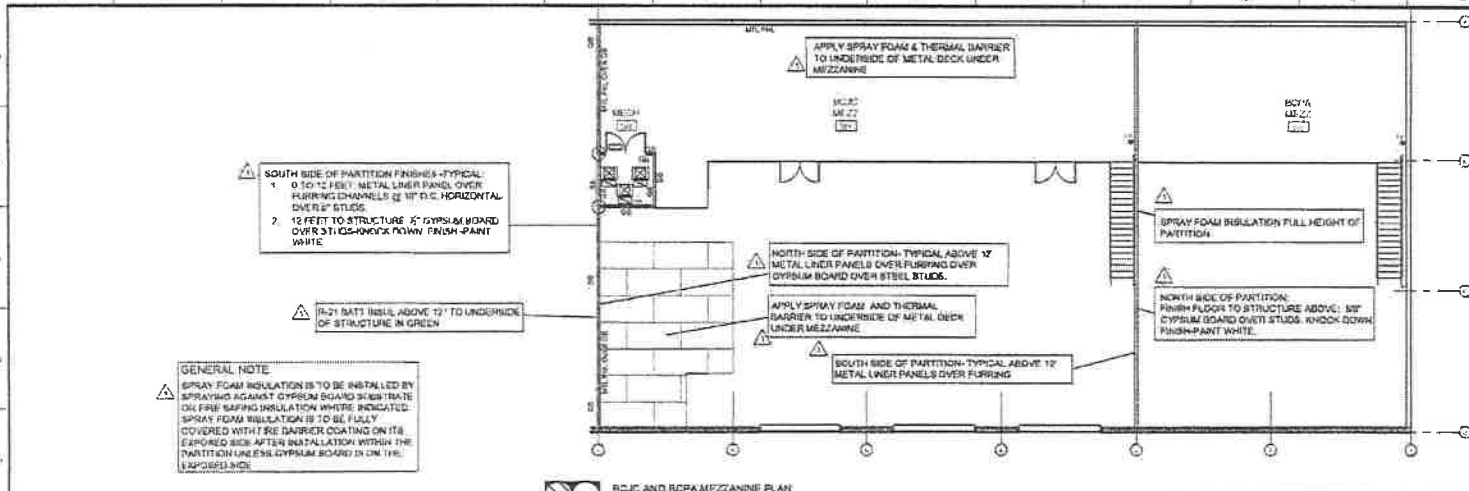
Sheet A-101-a RFP-01

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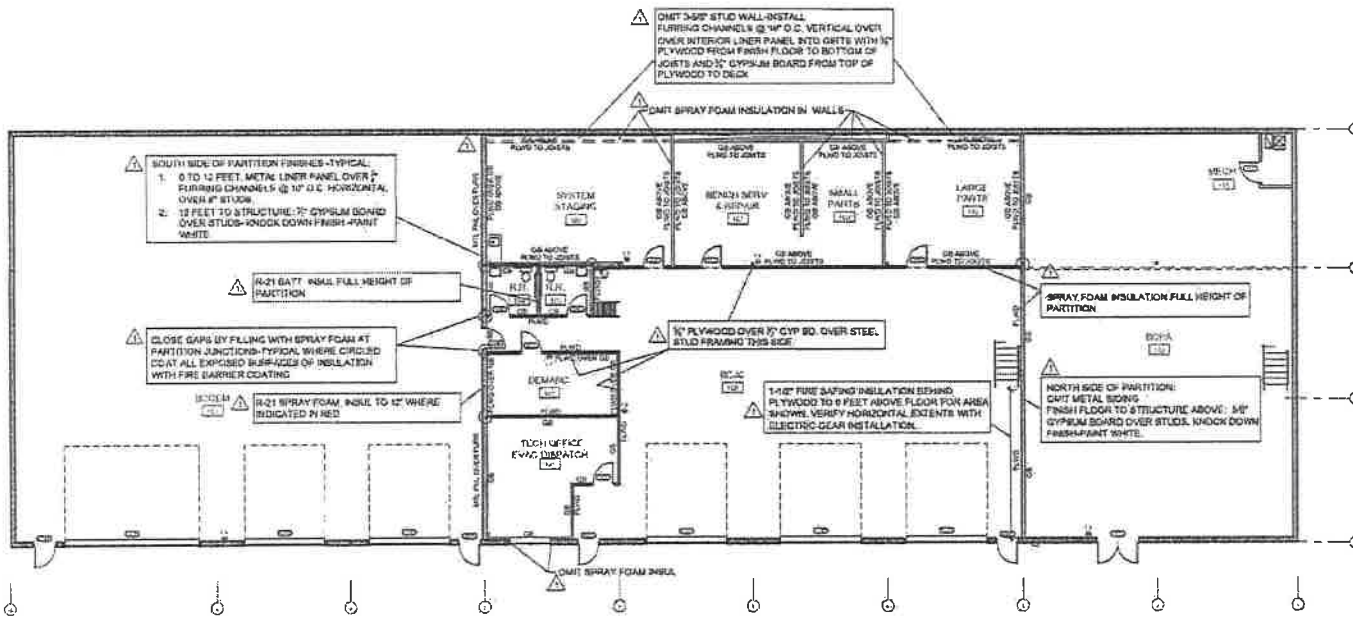
**SENT BY:**

Erik Miller, AIA, CDT – Principal  
PWArchitects, Inc.





**B3C AND B3A MEZZANINE PLAN**  
 SCALE: 1/4" = 1'-0"



**GROUND LEVEL FLOOR PLAN DIAGRAM-SUPPORT BUILDING**  
 SCALE: 1/4" = 1'-0"

**GENERAL FLOOR PLAN NOTES**

1. FIELD VERIFY ALL OPENINGS AND CROSS CHECK FROM TO FIELDING AND MORE. B3C - A MEASUREMENT OF ANY DIMENSIONS OR WIDTHS FROM 1'-0" TO 1'-6" THAT INDICATE FOR CLUMP PATCH BY THE ARCHITECT. PATCH TO PROTECT WITH MARK.
2. VERIFY ALL HEIGHTS FROM FLOOR FINISH. VERIFY DIMENSIONS OF OTHER WALLS. VERIFY DIMENSIONS TO CENTERLINE OF APPROXIMATELY 1/4" DIA.
3. LOCATE DOOR OPENINGS WHICH ARE NOT INDICATED ON FLOOR. COORDINATE IN WALL AND IF THESE OPENINGS ARE TO BE IN WALL.
4. COORDINATE ALL FLOOR OPENINGS AND OTHER REFERENCES TO ARCHITECT. ELECTRICAL OR PLUMBING IS LEFT TO M.P.F.
5. COORDINATE ALL PROPOSED UTILITIES WITH EXISTING ASSESSMENT.
6. ALL DIMENSIONS ARE TO FACE OF STUD OR HORIZONTAL UNLESS OTHERWISE NOTED.
7. DO NOT SCALE DIMENSIONS. VERIFY DIMENSIONS AND DIMENSIONS ARE INDICATED AND VERIFY DIMENSIONS TO FACE TO PROTECT WITH THE WORK.
8. COORDINATE HEIGHTS OF STUDS TO 1/2" DIMENSIONS WITH ALL ARCHITECTURAL. VERIFY SEE THE DRAWINGS FOR LOCATIONS.

**SCOPE OF WORK NOTES**

**MME A ENGINEERS**  
 MID MO ENGINEERING ALLIANCE, INC.  
 823 EASTLAND DRIVE  
 JEFFERSON CITY, MISSOURI 65201  
 Phone: 573-636-2744  
 Fax: 573-636-2744

**TWACHUCK, INC.**  
 1212 West 11th St.  
 Columbia, Missouri 65201  
 Phone: 573-447-2881  
 Fax: 573-447-2882



**BOONE COUNTY, MISSOURI**  
 SUPPORT SERVICES BUILDING  
 ECC/MSO CAMPUS  
 2345/2377 EAST COUNTY DRIVE

Project No.	PMMA 201820
Revision	01/12/2020
Scale	AS SHOWN
Project Name	FLOOR PLANS-SPRAY FOAM AND WALL FINISH CLARIFICATIONS
Drawn By	TRP/21
Checked By	TRP/21
Approved By	
Date	04/12/2020
Sheet No.	A-101-a
Total Sheets	1 of 1

264-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

16th

day of

June

20 20

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

Now on this day the County Commission of the County of Boone does hereby approve certain amendments to the Chapter 100 Performance Agreement relating to the Smith & Wesson Corp. Project, a/k/a American Outdoor Brands Project, which was approved for a Chapter 100 industrial development bond issuance for real property in Boone County Commission Order 528-2017. These amendments to the Performance Agreement are entered into at the request of American Outdoor Brands to allow the aggregation of qualifying jobs at the Project Site among the various successor entities that will have operations located at the Project Site for purposes of determining compliance with the employment targets set out in the Performance Agreement. The Presiding Commissioner is authorized to execute the documents necessary to effectuate this Order.

Done this 16th day of June 2020.

ATTEST:

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

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



---

**AMENDMENT TO PERFORMANCE AGREEMENT**

**Dated as of June 16, 2020**

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**BETWEEN**

**BOONE COUNTY, MISSOURI**

**AND**

**SMITH & WESSON SALES COMPANY (f/k/a SMITH & WESSON CORP.)**

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## AMENDMENT TO PERFORMANCE AGREEMENT

**THIS FIRST AMENDMENT TO PERFORMANCE AGREEMENT**, is entered into as of June \_\_, 2020, (this “**Amendment**”), between **BOONE COUNTY, MISSOURI**, a first class county and political subdivision organized and existing under the laws of the State of Missouri (the “**County**”), and **SMITH & WESSON SALES COMPANY (f/k/a SMITH & WESSON CORP.)**, a Delaware corporation authorized to conduct business in the State of Missouri (the “**Company**”).

### RECITALS:

1. As of December 1, 2017, the County and Company entered into that certain “Performance Agreement” in connection with the Chapter 100 bond issuance related to the Company’s Chapter 100 Plan, as that term is defined in the Performance Agreement.
2. All capitalized terms used herein and not otherwise defined have the meanings set forth in the Performance Agreement.
3. The Company intends to spin-off its outdoor products and accessories division into a separate, newly-created, publicly-traded company.
4. The Company will continue to own the Project Site and will sublease a portion of the facility located thereon including the Project Equipment located therein to the newly-created entity and, as such, the Company and the newly-created entity each intend to continue operations at the Project Site as unrelated entities under new ownership structures.
5. The County and Company hereby desire to amend the Performance Agreement to permit workers at the Project Site to qualify as Jobs, irrespective of the employing entity, provided that such positions otherwise meet the criteria set forth in the Performance Agreement.
6. Pursuant to the foregoing, the County desires to enter into this Amendment with the Company in consideration of the Company’s desire to continue to expand, grow and create jobs in the County, albeit through a different corporate and organizational structure.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the County and the Company hereby agree that the Performance Agreement shall be amended as follows:

### AMENDMENTS TO:

#### ARTICLE I

#### DEFINITIONS

The definition of “Job” in Section 1.1 is hereby deleted in its entirety and replace with the following definition:

“**Job**” means a full-time equivalent position of not less than 35 hours per week at the Project Site, which shall include normal full-time employee benefits offered by its employer.

## ARTICLE III

### PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.3 is hereby deleted in its entirety and replaced with the following:

#### **Section 3.3. Adjustment of Payments In Lieu of Taxes for Failure to Maintain Qualifying Jobs.**

(a) As of December 1, 2017, the Company maintained no Jobs at the Project Site, and the County and the Company understand and agree that the property tax abatement set forth in **Section 3.1** above is conditioned upon the number of Jobs set forth in **Section 3.3(b)** being maintained at the Project Site, for so long as the abatement described herein is in effect, provided that each of such required number of Jobs shall have an annual wage of not less than the average annual income for employed persons in the County (said Jobs being referred to herein as “**Qualifying Jobs**”) (based on the most recent County wage data available prior to the applicable Test Date, as provided by the Missouri Department of Economic Development).

(b) If the required number of Qualifying Jobs (as set forth below) fail to be maintained, as certified by the Company in writing to the County (measured by determining the actual number of Qualifying Jobs on that last day of each month on each of the immediately preceding 12 months ending on each Test Date and then calculating the 12-month average), the tax abatement and PILOT Payments set forth in **Section 3.2** shall be adjusted for the applicable year only, per the following chart:

Year 1: October 31, 2019 Test Date (provided that the Company has commenced operations on or before October 31, 2018):

- Minimum 46 Qualifying Jobs - No adjustment to abatement
- 23-45 Qualifying Jobs - Abatement adjusted to 25% (PILOT Payment adjusted to 75%)
- Below 23 Qualifying Jobs - Abatement adjusted to 0% and Agreement terminates

Year 1: October 31, 2019 Test Date (if the Company has not commenced operations on or before October 31, 2018), determine the number of whole months from the date of commencement of operations through October 31, 2019, then divide that number of months by twelve (12) and multiply such quotient by each of the following numbers to adjust the Year 1 requirement:

- Minimum 46 Qualifying Jobs - No adjustment to abatement
- 23-45 Qualifying Jobs - Abatement adjusted to 25% (PILOT Payment adjusted to 75%)
- Below 23 Qualifying Jobs - Abatement adjusted to 0% and Agreement terminates

Year 2: October 31, 2020 Test Date:

- Minimum 66 Qualifying Jobs - No adjustment to abatement
- 33-65 Qualifying Jobs - Abatement adjusted to 25% (PILOT Payment adjusted to 75%)
- Below 33 Qualifying Jobs - Abatement adjusted to 0% and Agreement terminates

Year 3-10: October 31, 2021 to October 31, 2028 Test Dates:

- Minimum 96 Qualifying Jobs - No adjustment to abatement
- 48-95 Qualifying Jobs - Abatement adjusted to 25% (PILOT Payment adjusted to 75%)
- Below 48 Qualifying Jobs - Abatement adjusted to 0% and Agreement terminates

(c) The Company shall file with the County annually, commencing on November 10, 2019, and continuing on each November 10 thereafter while this Agreement remains in effect, an Annual Compliance Report in the form attached hereto as **Exhibit B**. The Company agrees to provide a copy of the Annual Compliance Report to the County Commission for review and acceptance by Order at a regular County Commission meeting held after November 10 but before December 31 of each year. The Company also agrees to provide reasonable access to payroll records for purposes of verifying the number of Qualifying Jobs. The Annual Compliance Report shall include all Qualifying Jobs, regardless of employer.

(d) The calculations set forth in this **Section 3.3** shall be performed on each Test Date, with any resulting PILOT Payment due as a result of such calculation to be applicable for the year in which such Test Date occurs. In no event shall the Company's PILOT Payment(s) calculated pursuant this section and to **Section 3.2** hereof exceed 100% of the actual property taxes that would have otherwise been payable on the Project, but for the County's ownership thereof, for the given year.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their respective corporate names, all as of the date first above written.

**BOONE COUNTY, MISSOURI**

By: Daniel Atwill  
Name: Daniel K. Atwill  
Title: Presiding Commissioner

[SEAL]

ATTEST:

By: Brianna Lennon  
Name: Brianna L. Lennon  
Title: County Clerk

APPROVED AS  
TO LEGAL FORM  
[Signature]  
DATE: 6/8/20

**SMITH & WESSON SALES COMPANY**  
**(f/k/a SMITH & WESSON CORP.)**  
**a Delaware corporation**

By: \_\_\_\_\_

Name: Robert J. Cicero

Title: SVP, GC, CCO & Secretary

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

16th

day of

June


20 20

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

Now on this day the County Commission of the County of Boone does hereby approve certain amendments to the Chapter 100 Performance Agreement relating to the Smith & Wesson Corp. Project, a/k/a American Outdoor Brands Project, which was approved for a Chapter 100 industrial development bond issuance for business personal property in Boone County Commission Order 196-2018. These amendments to the Performance Agreement are entered into at the request of American Outdoor Brands to allow the aggregation of qualifying jobs at the Project Site among the various successor entities that will have operations located at the Project Site for purposes of determining compliance with the employment targets set out in the Performance Agreement. The Presiding Commissioner is authorized to execute the documents necessary to effectuate this Order.

Done this 16th day of June 2020.


ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

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**AMENDMENT TO PERFORMANCE AGREEMENT**

**Dated as of June 16, 2020**

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**BETWEEN**

**BOONE COUNTY, MISSOURI**

**AND**

**SMITH & WESSON SALES COMPANY (f/k/a SMITH & WESSON CORP.)**

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### RECITALS:

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Name: Daniel K. Atwill  
Title: Presiding Commissioner

[SEAL]

ATTEST:

By: Brianna L. Lennon  
Name: Brianna L. Lennon  
Title: County Clerk

APPROVED AS  
TO LEGAL FORM  
J. H. [Signature]  
DATE: 10/8/20

**SMITH & WESSON SALES COMPANY**  
**(f/k/a SMITH & WESSON CORP.)**  
**a Delaware corporation**

By: 

Name: Robert J. Cicero

Title: SVP, GC, CCO & Secretary