

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20

In the County Commission of said county, on the 26th day of July 20 22

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

## BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement) July Session  
8799 S Route N ) July Adjourned  
Columbia, MO 65203 ) Term 2022  
) Commission Order No 322-2022

### FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

Now on this 26<sup>th</sup> day of July 2022, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

#### Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: furniture, tires, junk and trash on the premises.
4. The location of the public nuisance is as follows 8799 S Route N, Columbia, MO, a/k/a parcel# 20-602-13-06-004.00 01, Southern Elegance lot 4, Section 13, Township 47, Range 13 as shown by deed book 2286 page 0195, Boone County
5. The specific violation of the Code is: trash, rubbish, garbage and broken furniture in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 17<sup>th</sup> day of May 2022, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

Term. 20

In the County Commission of said county, on the \_\_\_\_\_ day of \_\_\_\_\_ 20

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

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

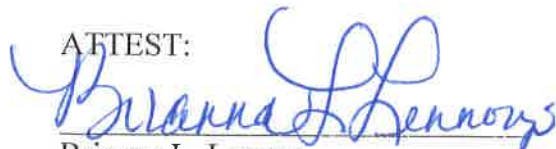
## Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.


It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.


Done this 26<sup>th</sup> day of July 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

Tasso Lee II & Candace E Potter  
8799 S Route N, Columbia, MO 65203  
Department of Public Health Nuisance Violation- timeline of major events

5/16/2022: Citizen complaint received

5/17/2022: Initial inspection conducted by Kala Tomka- notice of violation sent to owner by certified mail, return receipt requested. Owner signed 5/20/2022

7/05/2022: reinspection conducted- photographs taken at ~1:45 PM

7/11/2022: Hearing notice sent to owner

Photographs taken 7/5/22 ~1:45 PM

8799 S Route N



Photographs taken 7/5/22 ~1:45 PM

8799 S Route N



Photographs taken 7/5/22 ~1:45 PM

8799 S Route N



# Kenny Mohr Assessor

**Parcel** 20-602-13-06-004.00 01      **Property Location** 8799 S RTE N

<b>City</b>	<b>Road</b> COMMON ROAD DISTRICT (CO)	<b>School</b> COLUMBIA (C1)
<b>Library</b> COL BC LIBRARY (L4)	<b>Fire</b> BOONE COUNTY (F1)	

<b>Owner</b> POTTER TASSO LEE II & CANDACE E	<b>Subdivision Plat Book/Page</b> 0029 0021
<b>Address</b> 8799 S ROUTE N	<b>Section/Township/Range</b> 13 47 13
<b>Care Of</b>	<b>Legal Description</b> SOUTHERN ELEGANCE LOT 4
<b>City, State, Zip</b> COLUMBIA, MO 65203 - 8931	<b>Lot Size</b> .00 x .00
	<b>Irregular Shape</b>
	<b>Deeded Acreage</b> 3.33
	<b>Calculated Acreage</b> .00
	<b>Deed Book/Page</b> 1624 0160

## Effective Date of Value 1/1/2022

### CURRENT APPRAISED

Type	Land	Bldgs	Total
RA	25,600	10,820	36,420
<b>Totals</b>	<b>25,600</b>	<b>10,820</b>	<b>36,420</b>

### CURRENT ASSESSED

Type	Land	Bldgs	Total
RA	4,864	2,055	6,919
<b>Totals</b>	<b>4,864</b>	<b>2,055</b>	<b>6,919</b>

### PROPERTY DESCRIPTION

Basement 0	Attic 0
Bedrooms 0	Main Area 0
Full Bath 0	Finished Basement Area 0
Half Bath 0	
<b>Total Rooms 0</b>	<b>Total Square Feet 0</b>

## Boone County Assessor

Boone County Government Center  
801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733

[assessor@boonecountymmo.org](mailto:assessor@boonecountymmo.org)

**Office** (573) 886-4270  
**Fax** (573) 886-4254

**Mapping** (573) 886-4262  
**Personal Property** (573) 886-4250  
**Real Estate** (573) 886-4265

GENERAL WARRANTY DEED  
(INDIVIDUAL)

Unofficial Document

THIS DEED, Made and entered into this 25TH day of MAY, 2000, by and between

SANDRA K. NICHOLS, a single person SURVIVING SPOUSE OF STEVEN O. NICHOLS,  
DECEASED

of the County of Boone State of Missouri party or parties of the first part, and

TASSO LEE POTTER, II and CANDACE E. POTTER, husband and wife  
8799 S. ROUTE N COLUMBIA, MO 65203

of the County of Boone State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and State of Missouri, to-wit:

Lot Four (4) of SOUTHERN ELEGANCE as shown by Plat of said subdivision recorded in Plat Book 29, Page 21, Boone County Records TOGETHER with a Lagoon Easement as shown by Plat of said subdivision.

8799 S. ROUTE N COLUMBIA, MO 65203

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2000 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Sandra K. Nichols  
SANDRA K. NICHOLS

STATE OF MISSOURI }  
County of Boone } ss. On this 25TH day of MAY, 2000, before me  
personally appeared

SANDRA K. NICHOLS, a single person SURVIVING SPOUSE OF STEVEN O. NICHOLS, DECEASED to me known to be the persons or person described in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR free act and deed.

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

My term expires: 10/18/2003 Teresa D. Singleton  
Notary Public





# Boone County, Missouri

## Unofficial Document

161

STATE OF MISSOURI )  
COUNTY OF BOONE ) SS.

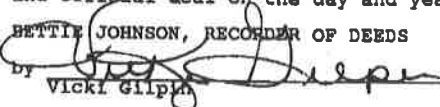
Document No. 10367



I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 30th day of May, 2000 at 8 o'clock and 41:12 minutes AM and is truly recorded in Book 1624 Page 160.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by  deputy  
Vicki Gilpin

Nora Dietzel, Recorder of Deeds

303 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20

In the County Commission of said county, on the 26th day of July 20 22

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

## BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement ) July Session  
6481 S West Way ) July Adjourned  
Columbia, MO 65203 ) Term 2022  
) Commission Order No. 303-2022

### FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

Now on this 26<sup>th</sup> day of July 2022, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

#### Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: Junk, trash, rubbish and an inoperable, junk-filled Cadillac Escalade on the premises.
4. The location of the public nuisance is as follows 6481 S West Way, Columbia, MO, a/k/a parcel# 20-216-10-01-061.00 01, Gateway South Plat 4 lot 56, Section 10, Township 47, Range 14 as shown by deed book 2286 page 0195, Boone County
5. The specific violation of the Code is: trash, rubbish, garbage in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 27<sup>th</sup> day of April 2022, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

Term. 20

In the County Commission of said county, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
the following, among other proceedings, were had, viz:

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

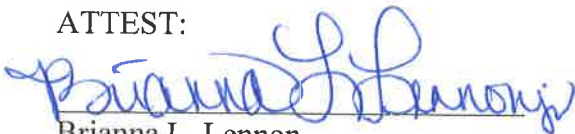
## Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

Done this 26<sup>th</sup> day of July 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

Ted D Jr & Susan Worstell  
6481 S West Way, Columbia, MO 65203  
Department of Public Health Nuisance Violation- timeline of major events

4/27/2022: Citizen complaint received

4/27/2022: Initial inspection conducted by Garth Baker, notice of violation sent to owner by certified mail. Return receipt requested, letter unable to be delivered and returned to sender

6/01/2022: Owner notice of violation posted in newspaper

7/5/2022: Reinspection conducted by Rachel Crowl, photographs taken ~2:00 PM

7/11/2022: Hearing notice sent to owner

Photos taken 7/5/2022 ~2:00 PM

6481 S West Way



Photos taken 7/5/2022 ~2:00 PM

6481 S West Way



# Kenny Mohr Assessor

**Parcel** 20-216-10-01-061.00 01      **Property Location** 6481 S WEST WAY

**City**      **Road** COMMON ROAD DISTRICT (CO)      **School** COLUMBIA (C1)  
**Library** COL BC LIBRARY (L4)      **Fire** BOONE COUNTY (F1)

**Owner** WORSTELL TED D JR & SUSAN A      **Subdivision Plat Book/Page** 0010 0190  
**Address** 6481 SOUTHWEST WAY      **Section/Township/Range** 10 47 13  
**Care Of**      **Legal Description** GATEWAY SOUTH PLAT 4  
**City, State, Zip** COLUMBIA, MO 65203      **LOT 56**  
**Lot Size** 74.93 × 105.00  
**Irregular Shape** Y  
**Deeded Acreage** .00  
**Calculated Acreage** .00  
**Deed Book/Page** 2286 0195 1687 0781

## Effective Date of Value 1/1/2022

### CURRENT APPRAISED

Type	Land	Bldgs	Total
RI	14,400	90,200	104,600
<b>Totals</b>	<b>14,400</b>	<b>90,200</b>	<b>104,600</b>

### CURRENT ASSESSED

Type	Land	Bldgs	Total
RI	2,736	17,138	19,874
<b>Totals</b>	<b>2,736</b>	<b>17,138</b>	<b>19,874</b>

## PROPERTY DESCRIPTION

**Year Built** 1975 (ESTIMATE)  
**Basement** FULL (4)      **Attic** NONE (1)  
**Bedrooms** 3      **Main Area** 1,052  
**Full Bath** 2      **Finished Basement Area** 600  
**Half Bath** 0  
**Total Rooms** 6      **Total Square Feet** 1,652

## Boone County Assessor

Boone County Government Center  
801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733

[assessor@boonecountymo.org](mailto:assessor@boonecountymo.org)

**Office** (573) 886-4270  
**Fax** (573) 886-4254

**Mapping** (573) 886-4262  
**Personal Property** (573) 886-4250  
**Real Estate** (573) 886-4265

# Boone County, Missouri

195

## Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 07/18/2003 at 03:05:42 PM

Instrument # 2003029385 Book 02286 Page 0195

First Grantor BASNETT, RICHARD J

First Grantee WORSTELL, TED D JR

Instrument Type WD

Recording Fee \$26.00

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

### GENERAL WARRANTY DEED

This Deed, made and entered into this 16th day of July, 2003, by and between  
Richard J. Basnett, a single person

Grantor(s),

of the County of Boone, State of Missouri party of the first part, and  
Ted D. Worstell, Jr. and Susan A. Worstell, husband and wife

Grantee(s),

Grantee'(s) address: 6481 Southwest Way Columbia, MO 65203  
of the County of Boone, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1 00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Boone and the State of Missouri, to-wit:

Lot Fifty-six (56) of GATEWAY SOUTH PLAT NUMBER FOUR (4) as shown by Plat of said subdivision recorded in Plat Book 10, Page 190, Records of Boone County, Missouri

# Nora Dietzel, Recorder of Deeds



Boone County, Missouri

Unofficial Document

196

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2003 and thereafter, and special taxes becoming a lien after the date of this deed

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written

Richard J Basnett

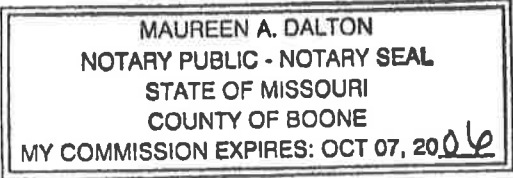
STATE OF MISSOURI )
COUNTY OF Boone ) ss.

On this 16th day of July, 2003, before me personally appeared Richard J. Basnett, a single person

to me known to be the person or persons described in and who executed the same as his free act and deed

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

Notary Public



My Commission Expires:

Nora Dietzel, Recorder of Deeds

324-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

122m. 20

In the County Commission of said county, on the 26th day of July 20 22

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 transfer above the Authorized Transfer Salary for position number 424-1173, Application & Development Manager, Information Technology Department, and does hereby authorize an appropriation of \$87,339.20 for the salary of said position.

Done this 26<sup>th</sup> day of July 2022.

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

Janel M. Thompson  
Janel M. Thompson  
District II Commissioner

# REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)

## BOONE COUNTY Commission Order 146-2006

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

**Procedure:**

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

Name of prospective employee James Barnes Department Information Technology Department

Position Title Applicaion & Developement Manager Position No. 424-1173

Proposed Starting Salary (complete one only) Annual: \$87,339.20 % of Mid-Point 103.7  
 OR Hourly: \_\_\_\_\_ % of Mid-Point \_\_\_\_\_

No. of employees in this job classification within your Department? 4

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) James has been a software developer with us for 14.7 years. In that time, he has worked with every county office and learned the business processes needed to support their operations. James has been our go-to person for some of the most challenging projects and tasks. His communication skills, along with his flexibility, have proven to be very successful in managing more significant projects with complex challenges. James has a BA English degree from Missouri University of Science and Technology.

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: James has more years of service with Boone County and a greater understanding of county operations and the business processes of each office.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?  
I do not believe this will have an impact on other positions in our office.

Additional comments: \_\_\_\_\_

Administrative Authority's Signature: [Signature] Date: 07/13/2022

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: 07/13/2022

Human Resource Director's Recommendations: Approve. The request reflects an ~5% increase and the new position is a promotion that includes added responsibilities of staff supervision: project management  
 Human Resource Director's Signature: [Signature] Date: 7/14/22

County Commission  Approve  Deny  
 Comment(s): \_\_\_\_\_

Presiding Commissioner's Signature: [Signature] Date: 7/26/22  
 District I Commissioner's Signature: [Signature] Date: 7/26/22  
 District II Commissioner's Signature: [Signature] Date: 7/26/2022

325-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

22m. 20

In the County Commission of said county, on the 26th day of July 20 22

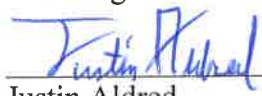
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the revision to Commission Order 114-2022 for the Delegation of Authority for Purchasing Director to Sign Contracts. The Purchasing Department requests a revision of the first paragraph to include the exclusion of Cooperative Contracts being signed by the Purchasing Director.

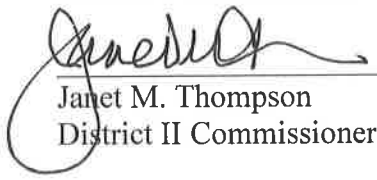
Done this 26<sup>th</sup> day of July 2022.



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: July 26, 2022  
RE: Revision to Commission Order 114-2022 for the Delegation of Authority for Purchasing Director to Sign Contracts

Commission Order 114-2022, dated March 17, 2022, granted delegation of authority for the Purchasing Director to sign contract. It reads as follows:

Now on this day, the County Commission of the County of Boone does hereby approve the request for the Purchasing Director to be granted authority to sign Contracts and Amendments excluding capital projects and any project not in the current Fiscal Year Budget where there are no appropriations.

The Purchasing Director is hereby designated the County's Purchasing Agent as contemplated in RSMo Sec. 50.753. In order to maintain public transparency about the award off contracts, the Purchasing Department will read a Memorandum at the beginning of each month in a Commission meeting confirming the list of Contracts signed by the Purchasing Director during the previous month which the Commission will acknowledge receipt of via Commission Order.

This designation of authority will become effective April 1, 2022.

Done the 17<sup>th</sup> day of March 2022.

Purchasing requests revision of the first paragraph to include the exclusion of cooperative contracts being signed by the Purchasing Director. RSMo Sec. 70.220 is the basic authority for cooperative contracting. RSMo Sec. 70.230 allows the Commission to exercise that power by a Commission Order that provides the terms agreed upon by the contracting parties, i.e. the contract.

The revised paragraph should read:

Now on this day, the County Commission of the County of Boone does hereby approve the request for the Purchasing Director to be granted authority to sign Contracts and Amendments excluding capital projects, **cooperative agreements**, and any project not in the current Fiscal Year Budget where there are no appropriations.

326-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Dec. 20

County of Boone

} ea.

In the County Commission of said county, on the 26th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Curators of the University of Missouri for a license to install, operate and maintain equipment at the KOMU-TV tower site.

The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 26<sup>th</sup> day of July 2022.

ATTEST:

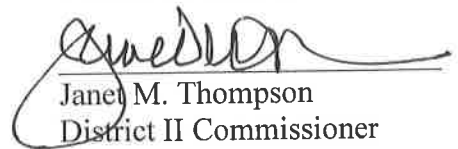
Brianna L. Lennon  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: July 26, 2022  
RE: Intergovernmental Agreement: C000436 – KOMU Tower Lease

Chad Martin, Director of Joint Communications requests approval of the attached contract (FE Contract # C000436) for the license to install, operate and maintain radio equipment at the KOMU tower.

This is an intergovernmental agreement the period July 1, 2022 through June 30, 2027. Cost is \$315 per month and invoices will be paid from department 2704 – BOCO Joint Comm Radio OPS, account 71500 – Lease Charges.

cc: Contract File  
Chad Martin, Patricia Schreiner, Dave Dunford / Joint Communications

**ANTENNA SITE LICENSE**

**OWNER:** Curators of the University of Missouri

**LICENSEE:** Boone County, Missouri

**COMMENCEMENT DATE:** July 1, 2022 or upon execution by both parties of countersigned documents, whichever is sooner.

**LICENSED SITE ADDRESS:** KOMU-TV, 5550 US 63 Highway South, Columbia, Missouri 65201.

It is agreed by and between the parties as follows:

1. **License of Site.** During the Term hereof, Owner grants a license to Licensee to install, operate and maintain, at Licensee's expense and risk, public safety land mobile two-way radio transmitting and receiving equipment, an equipment shelter, and antennas and feedlines attached to Owner's Stainless radio tower, (collectively, the "**Equipment**") at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. Licensee agrees to take at its own expense all measures and precautions necessary to render the Equipment inaccessible to unauthorized persons. Owner agrees that Owner will not give unauthorized persons access to the Equipment.
2. **License Fee.** Within thirty (30) days after the Commencement Date of this License, Licensee shall pay Owner the License Fee for the full month of the Term. The License Fee for each subsequent month shall be due and payable in full by not later than the first day of that month. The License Fee shall be Three Hundred Fifteen Dollars (\$315.00) per month.
3. **License Term.** The term of this license shall be five (5) years, commencing on July 1, 2022 and expiring on June 30, 2027. License shall automatically renew for one additional five-year period unless cancelled by Owner or Licensee. Following expiration of final term on June 30, 2037, license shall revert to month-to-month occupancy.
4. **Termination and Cancellation.**
  - a. Termination for Convenience: This license may be terminated by either party by giving ninety (90) days written notice to the other party.



- b. **Termination for Funding:** This license may be terminated at any time if sufficient funding is not appropriated for the purposes of this Agreement during Licensee's annual budget process.
5. **Removal of Equipment.** Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term (or within 180 days following cancellation notice) and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, except for ordinary wear and tear and occurrences for which Licensee is not responsible hereunder.
6. **Site Condition.** Licensee takes the Site as it finds it and Owner shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition.
7. **Indemnification.** To the extent allowed under Missouri law, Licensee shall indemnify and hold Owner harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Licensed Site or Owner's surrounding property by Licensee or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Owner or his employees or agents. To the extent allowed under Missouri law, Owner shall indemnify and hold Licensee harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Licensed site or Owner's surrounding property by Owner or his employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Licensee or its employees or agents.
8. **Installation of Equipment.** Licensee agrees to install its Equipment in accordance with specific direction and approval of Owner, such approval to not be unreasonably withheld. Licensee will provide its own equipment shelter, nominal 12' x 24', which will be located and installed at the Site.
9. **Operation of Equipment.** Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any other radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the

same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated.

10. **Assignment.** Licensee shall not assign this License to future affiliates, subsidiary, or alternate political jurisdiction.
11. **Electrical Service.** Owner agrees to furnish and pay for the electric service to operate Licensee's equipment and equipment shelter, such cost and expense to be considered part of the License Fee.
12. **Telephone and Fiber Service.** Licensee agrees, at Licensee's sole cost and expense, to pay for any telephone service or fiber optic cable connection required for the operation of its Equipment.
13. **Damage to Licensed Site.** If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall abate for such period as Licensed Site is unusable. In addition, Licensee may, at its option, elected to terminate this License by providing written notice of its intent to do so.
14. **Notices.** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or certified mail (return-receipt requested) in a sealed envelope, postage prepaid, and addressed as follows:
  - a. If to the Owner:
    - i. Real Estate, 118 University, Columbia, Missouri 65211.
  - b. If to the Licensee:
    - i. Joint Communications Director, 2145 E. County Drive, Columbia, Missouri 65202.
15. **Waiver.** Failure or delay on the part of Owner or Licensee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
16. **Prior Negotiations.** This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations, and agreements.

17. **Amendment.** No revision of this Agreement shall be valid unless made in writing and signed by duly authorized officers or representatives of Owner and Licensee.

18. **Owner's Representations.** Owner represents and warrants that he owns the Licensed Site and has full authority to execute and deliver this License.

19. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this License as of the 26th day of July, 2022.

**OWNER:**

The Curators of the University of Missouri

BY:

DocuSigned by:  
Blake Jensen  
2D50E9731B10457...  
Blake Jensen, Director of Real Estate

**LICENSEE:**

Boone County, Missouri

(By and through its County Commission):

BY:

DocuSigned by:  
Daniel K. Atwill  
B44B934CE06E4EB...  
Daniel K. Atwill, Presiding Commissioner

Approved as to legal form:



UM System Counsel

Approved as to legal form:

DocuSigned by:  
Charles J. Dykhous  
70710E4EB9D74DD...  
Charles J. Dykhous, County Counselor

Charles J. Dykhous, County Counselor

ATTEST:

DocuSigned by:  
Brianna L. Lennon  
B207E242BF09490...  
Brianna L. Lennon, County Clerk

**BOONE COUNTY AUDITOR CERTIFICATION:**

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

DocuSigned by:  
June E Pitshford by JF  
0040B040E7A40...  
Signature Date Appropriation Account

327-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

2022m. 20

County of Boone

In the County Commission of said county, on the 26th day of July 20 22


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

Now on this day, the County Commission of the County of Boone does hereby approve County Contract: 03-01MAR22 – Intercom Systems for the Robert L Perry Juvenile Justice Center and the Boone County Jail. The County Commission does approve award to Corsair Controls, Inc. per the attached Evaluation Report for the upgrade and replacement of intercom systems at the Juvenile Justice Center and the Boone County Jail.

The terms of the Contract are set out in the attached and the Presiding Commissioner is authorized to sign the same.


Done this 26<sup>th</sup> day of July 2022.

ATTEST:

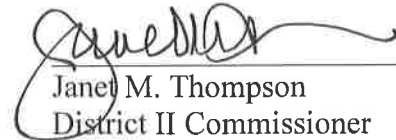
  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Robert Wilson  
Senior Buyer



613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson, Buyer  
DATE: July 6, 2022  
RE: RFP Award Recommendation: *03-01MAR22 – Intercom System for Robert L Perry Juvenile Justice Center*

Request for Proposal *03-01MAR22 – Intercom System for Robert L Perry Juvenile Justice Center* closed on March 1, 2022. Two proposal responses were received.

The evaluation committee consisted of the following:

Cindy Garrett  
Damon Reynolds  
Tara Eppy  
Gary German  
Christopher Fishman-Weaver

The evaluation committee recommends award to Corsair Controls, Inc. per the attached Evaluation Report. Total Cost of the Juvenile Justice Center scope of work is \$112,504.06, The cost of the Boone County Jail intercom system is \$179,704.43. Payments will be made from department 6200 – Capital R&R and account 60100 – Building repair and maintenance.

The original request for proposal was released seeking the upgrade and replacement of the intercom system at the Robert L Perry Juvenile Justice Center. The RFP was amended, and the Sheriff's Department was added to include their own planned intercom system upgrade. The current JJC intercom system is in an increasing state of disrepair and parts and materials are gradually becoming obsolete. The new system will include touchscreen module integration, additional intercom stations, and intercom spares for easy replacement.

ATT: Evaluation Report

cc: Proposal File





**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the County), and **Corsair Controls, Inc.** (hereinafter referred to as the Vendor).

WITNESSETH: That for and in consideration of the acceptance of Vendor's bid and the award of this contract to said Vendor by the County and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Vendor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 03-01MAR22  
INTERCOM SYSTEM FOR  
ROBERT L. PERRY JUVENILE JUSTICE CENTER**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is:

<b>Base Bid:</b>	<b>\$ 79,080.93</b>
Option 1: Touchscreen HMI Integration	\$ 22,260.61
Option 2: Additional Intercom Systems	\$ 3,351.61
Option 3: Additional Intercom Master Station	\$ 2,379.35
Option 7: Secure Remote Service Capability	\$ 5,431.56
<b>Contract Total:</b>	<b>\$112,504.06</b>

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Instruction and General Conditions of Bidding
- Scope of Services
- Response Presentation and Review
- Response Form
- Statement of Bidder's Qualifications
- Work Authorization
- Insurance Requirements
- \*Performance Bond
- \*Labor and Material Payment Bond
- Debarment Certification
- Affidavit—OSHA Requirements
- Affidavit--Prevailing Wage
- Annual Wage Order No. 28
- Boone County Standard Terms and Conditions



The Vendor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the County; and that he will make no claim against the County by reason of estimates, tests, or representation of any officer, agent, or employees of the County.

The said Vendor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the County and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The vendor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her sub-vendors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Vendor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County, and that the County may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Vendor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Vendor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Vendor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Vendor, of any sub-vendor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), of anyone directly or indirectly employed by vendor or by any sub-vendor, or of anyone for whose acts the vendor or its sub-vendor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Vendor expressly waives any action for Contribution against the County on behalf of the Vendor, any sub-vendor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), anyone directly or indirectly employed by vendor or by any sub-vendor, or of anyone for whose acts the vendor or its sub-vendor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The County agrees to pay the Vendor in the amount:

**One Hundred Twelve Thousand Five Hundred Four Dollars and Six Cents (\$112,504.06)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 7/26/2022  
at Columbia, Missouri. (Date)

**CORSAIR CONTROLS, INC**

**BOONE COUNTY, MISSOURI**

By: DocuSigned by:  
Alan Thuenemann  
688E8BE738DF475...

By: Boone County Commission

Title: President

DocuSigned by:  
Daniel K. Atwill  
8A4B934CED6E4EB...  
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
[Signature]  
County Counselor

DocuSigned by:  
Brianna L. Linnon  
County Clerk

**AUDITOR CERTIFICATION**

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

<u>DocuSigned by: June E Pitchford by JF 8927FB84EE7A483...</u>	<u>7/15/2022</u>	<u>6200/60100 - \$112,504.06</u>
Signature	Date	Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

2022

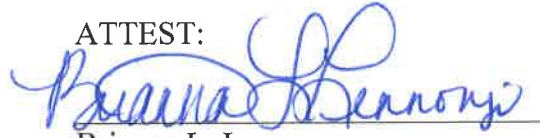
In the County Commission of said county, on the 26th day of July 20 22

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


Now on this day, the County Commission of the County of Boone does hereby approve Amendment #3 to Contract 19-02MAY19 - Family Access Center for Excellence or FACE of Boone County with the Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute). This Amendment adds an additional \$75,000.00 to the Therapy Access Program for an additional six months for the period July 1, 2022 through December 31, 2022.

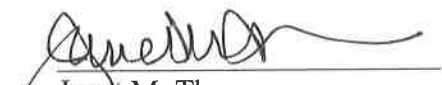
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

Done this 26<sup>th</sup> day of July 2022.

ATTEST:  
  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
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: July 26, 2022  
RE: Amendment #3 to: *19-02MAY19 - Family Access Center for Excellence or FACE of Boone County*

Attached for signature is contract amendment #3 to *19-02MAY19 - Family Access Center for Excellence or FACE of Boone County* with the Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute) of Columbia, Missouri.

This amendment adds an additional \$75,000 to the therapy access program for an additional six months for the period July 1, 2022 through December 31, 2022.

The Family Access Center of Excellence (FACE) of Boone County was designed to support families with a child (age 0-19) to expand their choices of and promote their access to a range of social support services.

There is sufficient budget to cover the increase in department 2162 – CSF Program Funding, account 71106 – Contract Services.

cc: Contract File

**AGREEMENT FOR ACCESS TO SERVICES**  
**Contract Amendment Number Three**  
**Family Access Center for Excellence or FACE of Boone County**

Now on this day, July 26th, 2022, Agreement for Access to Services **19-02MAY19** for the Boone County Children’s Services Fund dated December 31, 2019 made by and between Boone County, Missouri and The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute), for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1) The total allowable compensation under this agreement for the therapy access program (TAP) shall not exceed \$75,000.00 between July 1, 2022 and December 31, 2022 with a possibility of a one-year renewal.
- 2) This agreement shall reference the scope of work included with the Purchase Agreement 16-30SEP20E, with the ability to make revisions.


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

**The Curators of the University of Missouri (on behalf of the Missouri Prevention Science Institute)**

**Boone County, Missouri**

By: Boone County Commission

DocuSigned by:  
  
By: \_\_\_\_\_  
Signature

DocuSigned by:  
  
By: \_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

By: \_\_\_\_\_  
Pre-Award Manager  
Printed Name/ Title

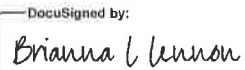
By: Boone County Children’s Services Board

DocuSigned by:  
  
By: \_\_\_\_\_  
Les Wagner, Board Chair

APPROVED AS TO FORM:

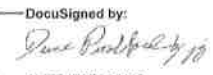
ATTEST:

DocuSigned by:  
  
By: \_\_\_\_\_  
CJ Dykhouse, County Counselor

DocuSigned by:  
  
By: \_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

AUDITOR CERTIFICATION:

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

DocuSigned by:  
  
By: \_\_\_\_\_  
Signature

6/3/2022

Date

**2162 / 71106 / \$75,000.00**

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

2022. 20

In the County Commission of said county, on the 26th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve award of Co-operative Contract 135/2022 for Uniform Workwear with Dungarees, Inc. of Columbia, MO – this a Countywide Term & Supply Contract.

The Contract period runs August 01, 2022 through June 30, 2023. There are four (4) one-year renewal options available beyond this initial term.

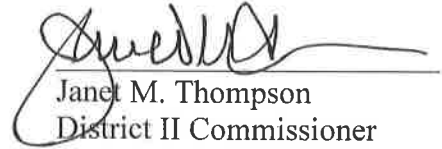
Done this 26<sup>th</sup> day of July 2022.



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

# Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer



613 E. Ash St, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: July 12, 2022  
RE: Cooperative Contract 135/2022 – Uniform Workwear – Term and Supply

Purchasing requests permission to use contract 135/2022 for Uniform Workwear with Dungarees, Inc. of Columbia, Missouri. The contract has been established by the City of Columbia as a cooperative contract. The contract provides uniform workwear that various Boone County offices may need.

The contract period runs August 01, 2022 through June 30, 2023. There are four (4) one-year renewal options available beyond this initial term.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT FOR  
UNIFORM AND PROMOTIONAL CLOTHING ITEMS – TERM & SUPPLY**

**THIS AGREEMENT** dated the 26th day of July 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Dungarees, Inc.** herein "Contractor."

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

- 1. Contract Documents** - This agreement shall consist of this Purchase Agreement for a contract for the furnishing of **Uniform Workwear - Term & Supply** in compliance with all bid specifications and any addenda issued for the City of Columbia contract **135/2022**, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia contract number **135/2022** shall prevail and control over the contractor's bid response. The Finance Enterprise Contract Number is **C000446**.
- 2. Purchase** - The County agrees to purchase from the contractor and the contractor agrees to provide the County with Uniform Workwear at the 25% discount off retail pricing on the **Dungarees.com** website.
- 3. Contract Duration** - This agreement shall commence on **August 01, 2022 and extend through June 30, 2023**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.
- 4. Billing and Payment** - All billing shall be invoiced to the ordering Boone County office, and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the contractor's quote. The County agrees to pay all invoices within thirty days of receipt. The contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 5. Delivery** - Delivery shall be to the Boone County ordering office as specified at the time of order and in compliance with contract terms. Delivery shall be coordinated with the Boone County ordering office; the contractor shall promptly communicate any delay and coordinate with ordering office about delivery time and date.
- 6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County

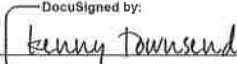


Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or  
c. If appropriations are not made available and budgeted for any calendar year.

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

**DUNGAREES, INC.**

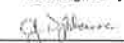
**BOONE COUNTY, MISSOURI**

By   
Title corporate sales manager

By: Boone County Commission  
  
President/Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**


  
County Counselor

  
County Clerk

**AUDITOR CERTIFICATION**

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

Countywide – Term & Supply

 7/8/2022 \_\_\_\_\_  
Signature Date Appropriation Accounts

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term 20

County of Boone


In the County Commission of said county, on the 26th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Department 1710 for additional funds needed to do the entire planning records digitization project.

Done this 26<sup>th</sup> day of July 2022.

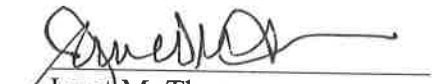
ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner





101 North 14th Street • Duncan, Oklahoma 73533  
Voice 580.786.4390 • Fax 866.696.0551  
sales@sutterfieldtechnologies.com • www.sutterfieldtechnologies.com

To: Boone County Resource Management Dept.

Attention: Bill Florea

Phone: (573) 886-4339

Budget \$25,000  
3/15/2022  
March 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31  
**Proposal Cover Sheet**

Total pages including cover sheet: 2

Date: 5/16/2022

From: Richard Sutterfield

Sutterfield Technologies

Phone: (580) 786-4390

Fax: (866) 696-0551

**IMPORTANT:** This page, attached proposal(s) and other information included herein are confidential and intended for use and review by the intended recipient and/or the recipient's governing authorities.

**Comments:**

Proposal #:00132472

Bill Florea,

This proposal reflects our estimate for a project for the Boone County Resource Management department.

This project includes:

- Onsite boxing, inventory and pickup of approximately 18-20 lateral file cabinet drawers of Land Use Records (estimated to be about 54 regular size boxes (12x15x10) of records.
- Transport to scanning, image processing lab in Duncan, Oklahoma.
- Scan all documents in file folders, with naming conventions for digital following the file folder formats (sheet sizes from letter to E size drawings)
- This price estimate is based on 50% of images as wide-format
- Where Commission Shoot is present, that page should be scanned as the first document
- Customer has approved scanning ledger and smaller sheet sizes from folders in physical order, with all wide format images (>12") in physical order after all ledger and smaller sheets
- Customer will go through folders in the weeks ahead of pickup and remove some duplicates and other materials they do not want scanned
- Color images (where color is pertinent to content) should be scanned in color
- Grayscale images (where shade is pertinent to content) should be scanned in grayscale
- All black/white images should be delivered as Group IV Compressed TIF images
- Work with county IT staff to prepare data/images for import into their system
- Export images and data to USB and deliver for import into county administered system
- Return all files to Boone County

I've estimated it will take about 16 hours of senior programmer/image technician time to do the final processing for these images and the associated data, formatting it to meet the specifications of your IT staff there in Boone County. It took quite a few more hours than that on the first project, but I think we have most of the rudimentary work done so it should go pretty easy.

We are looking forward to working with Boone County again. Please let me know if you have any questions or see anything here we didn't discuss.

Richard Sutterfield - richard@sut-tech.com - (580) 656-2624

# SUTTERFIELD TECHNOLOGIES

SOFTWARE • IMAGING

101 North 14th Street • Duncan, Oklahoma 73533  
 Voice 580.786.4390 • Fax 866.696.0551  
 sales@sutterfieldtechnologies.com • www.sutterfieldtechnologies.com

**Proposal #: 00132472**

**Date Prepared: 5/16/2022**

**Prepared By: Richard Sutterfield**

**Prepared For:**

**Boono County Resource Management  
 Dept.**

## THIS IS NOT AN INVOICE

Questions? Don't hesitate to call or email us.

This proposal is good for 60 days. Any travel fees quoted on this proposal may be reduced to reflect actual travel expenses. Annual software pricing will be pro-rated on the final invoice to reflect the amount due to license software for the remainder of your current fiscal year. Where quantities are based on estimates, the final invoice will reflect the actual number of items processed/delivered, rather than the estimated quantity.

Description	Quantity	Price	Ext. Price	Annual
<b>Travel</b>				
Pickup Trip	1	1,802.5000	1,802.50	
Return Trip	1	1,802.5000	1,802.50	
	<b>Travel Total:</b>		<b>3,605.00</b>	
<b>Service</b>				
Loose Page Scanning - 8.5 X 14 or Smaller Includes prep (fastener removal, unbinding, unfolding, etc.), all image processing to create bi-tonal images, creation of JPG images for color/greyscale images, output to multipage PDF	100,000	0.1190	11,900.00	
Loose Page Scanning - 11X17	8,000	0.1600	1,280.00	
Loose Page Scanning - Wide Format 24 X 36, 24 X 42, 32 X 48	14,000	0.9730	13,622.00	
Index Plans/Permits - double-blind Estimate of the number of Land Use Records.	4,000	0.2160	864.00	
Photostat Restoration Estimate there will be less than 5% of images requiring photostat restoration.	10,000	0.1490	1,490.00	
Output Images/Data To USB Storage Device Includes Shipping	2	46.3500	92.70	
	<b>Service Total:</b>		<b>29,248.70</b>	
<b>Service - Hourly Rate</b>				
Export Data/Images To County Specs (per hour)	16	70.5600	1,128.96	
	<b>Service - Hourly Rate Total:</b>		<b>1,128.96</b>	
<b>Sub-Total:</b>			<b>\$33,982.66</b>	
<b>Proposal Total:</b>			<b>\$33,982.66</b>	<b>\$0.00</b>

Customer Acceptance \_\_\_\_\_

Dated \_\_\_\_\_

Please confirm your acceptance of this proposal by signing and returning this proposal or sending a copy of a purchase order referencing this proposal by number. Purchase orders or signed proposals may be e-mailed to sales@sutterfieldtechnologies.com or faxed to (866)696-0551. Thank you for your business.

331-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

2022

County of Boone

} ea.

In the County Commission of said county, on the 26th day of July 20 22

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 Boone County Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the City of Rocheport.

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

Done this 26<sup>th</sup> day of July 2022.


ATTEST:



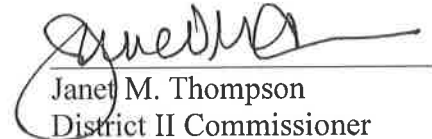
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 26<sup>th</sup> day of July, 2022, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW; THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
  - a. County will pay to the City the sum of **Twenty Thousand Nine Hundred Fifty-Four Dollars and Sixty-Four Cents (\$20,954.64)** as determined by the formula for Year 4 of the 6-year cycle as described in the aforementioned Commission

---

<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

**3. CITY AGREEMENTS.**

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 468-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

**4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations



imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues,

funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**BOONE COUNTY**

By:

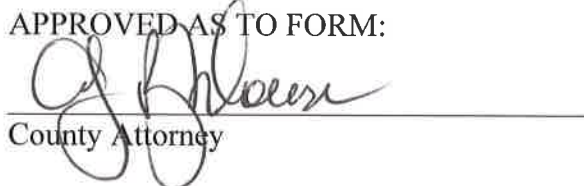
  
Presiding Commissioner

Date: 7/26/2022

ATTEST:

  
County Clerk

APPROVED AS TO FORM:

  
County Attorney

**Boone County Auditor Certification:**

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

Jane E. Pitchford by BM 7-18-22  
County Auditor Date

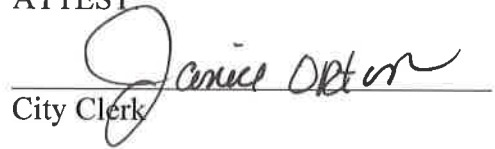
**CITY of ROCHEPORT**

By:

  
Authorized City Representative

Date: 7-5-22

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

Danielle L. Beck  
City Attorney

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

2022

In the County Commission of said county, on the 26th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and Old Hawthorne Development LLC and Emery Sapp & Sons, Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 26<sup>th</sup> day of July 2022.

ATTEST:

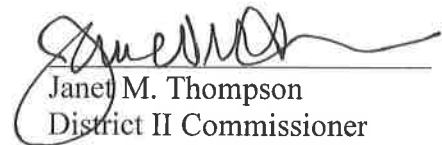
  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: 7/5/2022

Developer/Owner Name: Old Hawthorne Development LLC  
Address:

Development: WW Commercial, 4172 E Hwy WW, Columbia, MO 65203

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at WW Commercial. The SWPPP and ESC was prepared by Crockett Engineering on June 16, 2021.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 5<sup>th</sup> day of July, 2024, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer, by and through its Contractor, Emery Sapp & Sons, Inc., hereby agrees to provide the County with security in the amount of \$58,320.10, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be

provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- U Corporate surety bond issued to Boone County, Missouri, in a form acceptable to Boone County.

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Certificate of Deposit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to July 5, 2024, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Certificate of Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing the Certificate of Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on July 5, 2024, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Certificate of Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the Certificate of Deposit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: B. G. Sapp

Printed Name: Billy G. Sapp

Title: Manager

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Bill Florea  
Bill Florea, Director Resource Management

County Commission

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna Lennon  
Brianna Lennon, Boone County Clerk

County Treasurer

  
\_\_\_\_\_

Dustin Stanton, County Treasurer

Approved as to form:

  
\_\_\_\_\_

C.J. Dykhouse, County Counselor



## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,  
Emery Sapp & Sons, Inc.

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

a Corporation, organized under the laws of the State of Massachusetts  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held  
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in  
the amount of \$58,320.10 Dollars, for the  
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has procured a Land Disturbance Permit LD 1480 from  
the County of Boone

**Project Name: WW Commercial, 4172 E Hwy WW Columbia, MO 65203**

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed  
Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the  
provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County  
Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference  
made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly  
and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a  
default, exercise its options herein as against surety to complete any required work to comply with the  
Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by the Boone County.

Whenever Contractor shall be, and declared by Boone County to be, in default under the Stormwater  
Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms  
and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater  
Regulations in accordance with its terms and conditions, and upon determination by Boone County and  
Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County,  
and make available as work progresses sufficient funds to pay the cost of completion, including other costs  
and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph  
hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which  
the final construction activity contemplated under the Stormwater Regulations is actually completed on the  
subject site.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 5th day of July, 2022.

Emery Sapp & Sons, Inc.

(SEAL)

BY: 

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY:   
Allison Madrid (Attorney-in-Fact)

BY: N/A  
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: Matt Blaskiewicz  
Phone Number: 314-543-4622  
Address: 175 Berkeley Street  
Boston, MA 02116



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198110

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kris Copra, Louis A. Landwehr, Allison Madrid, Darla A. Veltrop

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of July, 2022.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

333-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

2022. 20

In the County Commission of said county, on the 26th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby release the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Tracy Arey Real Estate LLC for stormwater improvements located at Martha's Grove Plat 3, Hummingbird Ln, Columbia, MO. The work has been completed as required. The original Commission Order accepting the Irrevocable Letter of Credit is 411-2020.

Done this 26<sup>th</sup> day of July 2022.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
PHONE (573) 886-4330 FAX (573) 886-4340

BILL FLOREA, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

July 13, 2022

First Midwest Bank of Poplar Bluff  
1411 Grindstone Plaza  
Columbia, MO 65201  
Attention: Wesley Parks, Bank Senior VP

Re: Bank Letter of Credit No.: 500100  
Dated: September 10, 2020  
In Favor of Boone County, Missouri on behalf of Tracy Arey Real Estate, LLC

Ladies and Gentlemen:

This certificate authorizes reduction in the amount of \$89,308.64 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

BOONE COUNTY, MISSOURI

By:   
Daniel K. Atwill, Presiding Commissioner

APPROVED BY:

  
Bill Florea, Director, Resource Management

Attest:

  
Brianna L. Lennon, Boone County Clerk

Commission Order: 333-2022

411-2020

# CERTIFIED COPY OF ORDER

September Session of the July Adjourned

Term. 20 20

STATE OF MISSOURI }  
County of Boone } ca.

17th September  
day of

20 20

In the County Commission of said county, on the  
the following, among other proceedings, were had, viz:

Now on the day the County Commission of the County of Boone does hereby approve the attached Stormwater Security Agreement and Irrevocable Letter of Credit between the County of Boone and Tracy Arey Real Estate LLC. The terms of the agreement are stipulated in the attached extension agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 17th day of September 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

## Stormwater Erosion and Sediment Control Security Agreement

Date: 9-10-2020

Developer/Owner Name: Tracy Arey Real Estate, LLC  
Address: 5217 S. Cowan Rd. Columbia, MO 65201

Development: Martha's Grove Plat 3

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Martha's Grove Plat 3. The SWPPP and ESC was prepared by Crockett Engineering Consultants on 8-6-2020.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the *September 1<sup>st</sup>, 2022*, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$89,308.64, which County may use and apply for completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- U Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to *September 1<sup>st</sup>, 2022* then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *irrevocable standby letter of credit* can be released to Developer. If no written proof has been provided to the financial institution issuing *the irrevocable standby letter of credit* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *September 1<sup>st</sup>, 2022* or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *irrevocable standby letter of credit* to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in



successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

**DEVELOPER/OWNER: Tracy Arey Real Estate, LLC**

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

Printed Name: Tracy Arey

Title: Manager

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

 \_\_\_\_\_  
Bill Florea, Director Resource Management

County Commission:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

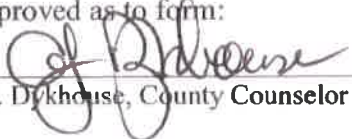
Attest:

 \_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

County Treasurer

 \_\_\_\_\_  
Tom Darrough, County Treasurer

Approved as to form:

 \_\_\_\_\_  
C.J. Dykhouse, County Counselor

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

**ACKNOWLEDGED AND AGREED TO:**

**DEVELOPER/OWNER: Tracy Arey Real Estate, LLC**

By: 

Printed Name: Tracy Arey

Title: Manager

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

  
Bill Florea, Director Resource Management


County Commission:

  
Daniel K. Atwill, Presiding Commissioner

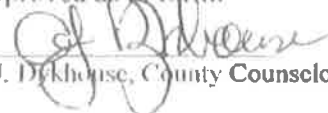
Attest:

  
Brianna L. Lennon, Boone County Clerk

County Treasurer

  
Tom Darrough, County Treasurer

Approved as to form:

  
C.J. Dekhouse, County Counselor



firstmidwest

1411 Grindstone Plaza  
Columbia, MO 65201

P: 573 442 9900  
F: 573-815-7507

IRREVOCABLE LETTER OF CREDIT  
NO. 500100  
DATE: September 10, 2020

Amount: \$89,308.64

County of Boone  
Attn: Director, Resource Management  
801 E Walnut St, Rm. 315  
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on First Midwest Bank of Poplar Bluff for the account of Tracy Arey Real Estate, LLC up to an aggregate amount of \$89,308.64 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under First Midwest Bank of Poplar Bluff Letter of Credit #89,308.64 Dated 09/10/2020."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before September 10, 2020, provided further that upon such expiration, either at September 10, 2022, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to First Midwest Bank of Poplar Bluff within the

onemidwest.com

60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

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

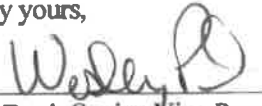
  
Bank Senior Vice President

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

**Bank Name**  
**Bank Address**  
**City, State, Zip**  
**Attention: Bank Senior VP**

**Re: Bank Letter of Credit No.: XXXXXXXX**  
**Dated: MM/DD/YY**  
**In Favor of Boone County, Missouri on behalf of Developer/Owner**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Landmark Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. XXXXXXXX (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

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

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

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

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Bill Florea, Director, Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Bank Name  
Bank Address  
City, State, Zip  
Attention: Bank Senior VP

Re: Bank Letter of Credit No.: XXXXXXXX  
Dated: MM/DD/YY  
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

This certificate authorizes reduction in the amount of \$\_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$\_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest

\_\_\_\_\_  
Bill Florea, Director, Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

334-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

2022

In the County Commission of said county, on the 26th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation memo and approve the placement of a "Stop" sign on Bentlage Drive at Hagans Road to replace the existing yield sign at that location.

Done this 26<sup>th</sup> day of July 2022.

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 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:** July 15, 2022  
**TO:** Boone County Commission  
**FROM:** Jeff McCann, P.E., Chief Engineer, Boone County Resource Management  
**RE:** Recommendation for Stop Sign Installation  
Bentlage Drive at Hagans Road

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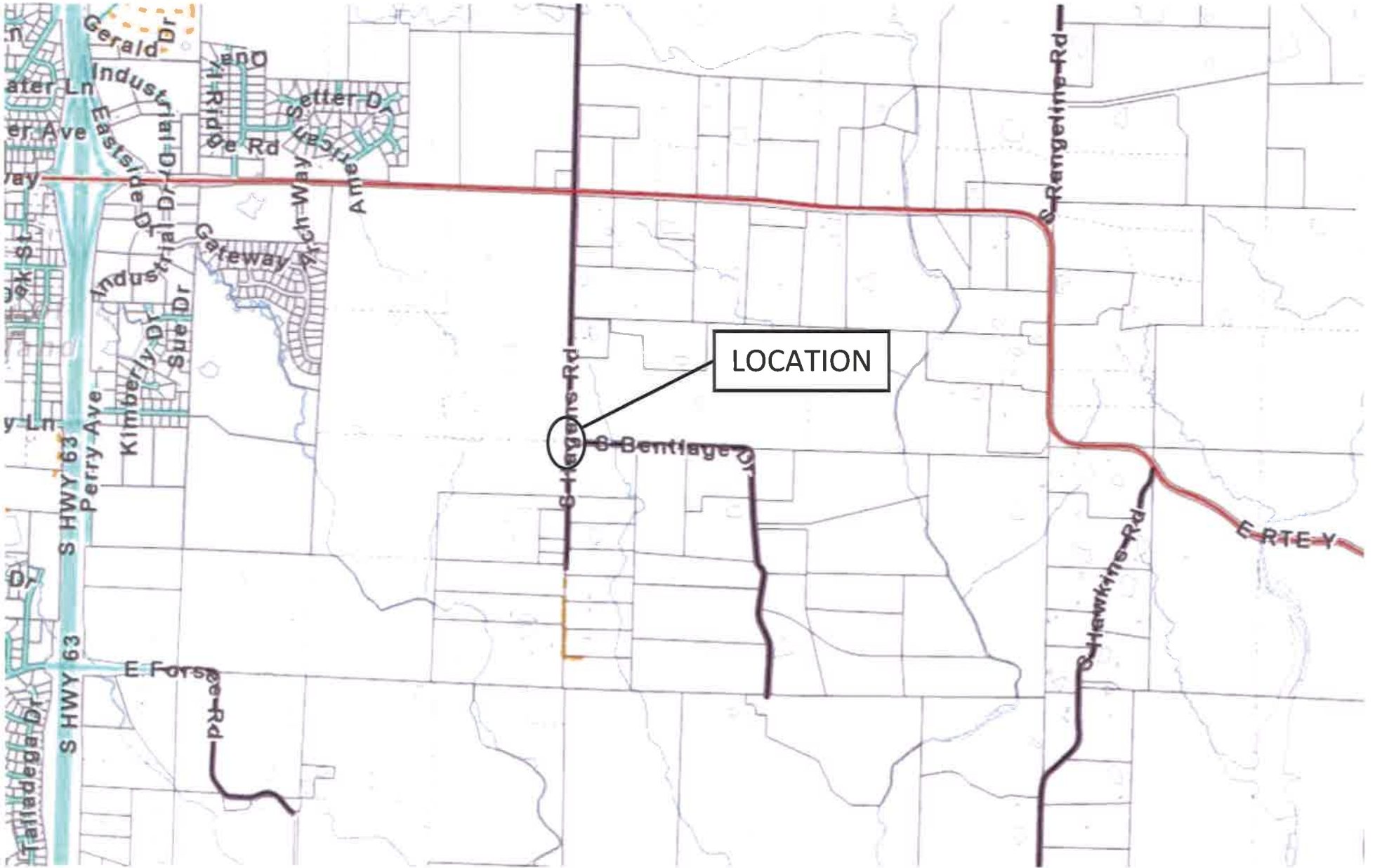
Commissioners,

I conducted a site visit at the intersection of Bentlage Drive and Hagans Road southeast of Ashland based on a phone call from a concerned citizen. The intersection is located approximately one-half mile south of Route Y east of Ashland as indicated on the attached Site Location Map. Hagans Road is oriented north-south. Bentlage Drive is oriented east-west and connects to Hagans Road as a T-intersection on the east side. Both the south leg of Hagans Road and Bentlage Drive have an average daily traffic (ADT) of approximately 100 and a posted speed limit of 35 MPH. Traffic on Bentlage Drive has been steadily increasing since 2014 when the area was sub-divided and home construction began.

The intersection is currently controlled by a yield sign on the Bentlage Drive approach leg and the other two approach legs on Hagans Road are uncontrolled. Site distance is limited at the southeast corner of the intersection due to trees on private property and a slight incline (see attached photos). AASHTO design guidelines recommend a sight distance triangle with 140' minimum leg length for low volume roads posted at 35 MPH. The leg lengths for this intersection are below the minimum at approximately 75' to 100'.

I recommend replacing the existing yield sign (R1-2) on Bentlage Drive with a stop sign (R1-1) based on the limited sight distance and current traffic volume.





LOCATION



SITE LOCATION MAP



On Bentlage Drive looking WSW at Hagans Road



On Hagans Road looking NNE at Bentlage Drive

335-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term 20


In the County Commission of said county, on the 26th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment for Dept 1172, to cover Amendment #4 03-13APR 17 - ERP System Selection Project for additional consulting & project management services.

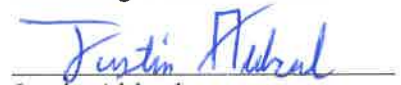
Done this 26<sup>th</sup> day of July 2022.

ATTEST:

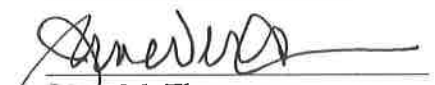
  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

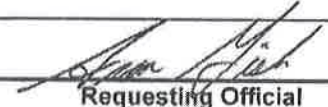
6/28/22  
EFFECTIVE DATE

**FOR AUDITORS USE**  
  
(Use whole \$ amounts)  
Transfer From      Transfer To  
Decrease              Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1172	92302	GF IT Hardware and Software	replc Computrer Software		181,440
				-	181,440

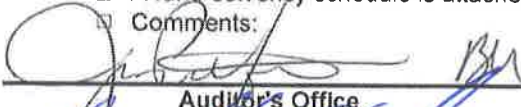
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To cover Amendment #4 03-13APR17 - ERP System Selection Project  
For additional consulting & project management services

  
\_\_\_\_\_  
Requesting Official

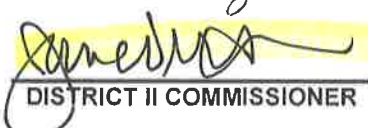
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

  
\_\_\_\_\_  
Auditor's Office

  
\_\_\_\_\_  
PRESIDING COMMISSIONER

  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

*agenda*  
  
\_\_\_\_\_  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
 Director  
 Robert Wilson  
 Senior Buyer  
 Liz Palazzolo  
 Senior Buyer

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

## CONTRACT ROUTING REQUEST

BID # & DESC: Amendment #4 to 03-13 APR 17 ERP  
 FE Contract #: C000016  
 FROM:  Melinda  Liz  Robert  
 PURCHASE REQUISITION REQUIRED?  YES  NO  Included  
 Disposal Forms Included:  Yes  No  Not Needed  
 Responsible Office and Contact: IT Keri Hoehn  
 IBMI Dept #: 1172 IBMI Account #: 92302 Budgeted Amount: Budget Amendment by Auditor  
 FE Dept #: 1703 FE Account #: 49232  
 Assigned Accountant: Bradley Muncie IBT Auditor  
 Is a Budget Revision/Amendment needed?  Yes  No  
 Vendor Name: Centelsys IBMI Vendor #: 4861 FE Vendor #: VN 000275  
 Grant Funds Used?  Yes  No If yes, Federal Clauses must be included in bid/contract. Name of Grant: \_\_\_\_\_

CONTRACT(S)	Date	Comment(s)
1. Purchasing Enters Contract into DocuSign: With attachments such as Legal Business Name, Debarment Exclusion Check, Commission/Director Memo, Budget Check Proof Email from department/accountant, RFP Evaluation Report/Scoring Vendor's E-mail Address for contract signature: _____	<u>6-29-22</u>	signed: Don Mault Don Mault@centelsys.com Review: Amy Menthrop Amy.Menthrop@centelsys.com cc: adf@boonecountymissouri.org Keri Hoehn cc: Keri.Hoehn@boonecountymissouri.org
2. Purchasing e-mails Purchase Requisition to Auditor	<u>6-29-22</u>	
3. Purchasing Notifies Meta to Print PO if contract was signed by Director		

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB, CPPO  
**DATE:** March 22, 2022  
**RE:** Amendment #4: 03-13APR17 - ERP System Selection Project

Contract 03-13APR17 - ERP System Selection Project was approved by commission for award to CentralSquare Technologies, LLC on July 25, 2019 commission order 308-2019.

Part 1 of this amendment adds additional services for the period June 1, 2022 through December 31, 2022.

Public Administration Consulting Services – as Incurred:	\$151,200.00
Public Administration Project Management Services – as Incurred	\$30,240.00
<b>Total</b>	<b>\$181,440.00</b>

These services will be paid from department 1172 – GF IT Hardware & Software, account 92302 – Replacement Computer Software. A Budget Amendment has been processed by the Auditor's office to cover these services.

Part 2 of the amendment is a correction to Amendment #3 and changes the services that were added in amendment #3 from "fixed fee" to "as incurred".

**cc:** Aron Gish, Julia Lutz, Kari Hoehne / IT  
Contract File



336-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

2022


In the County Commission of said county, on the 26th day of July 20 22

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


Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza, and in the event of rain, the Boone County Government Center Chambers by Community Remembrance Project of Boone County on September 7, 2022, from 2:30 pm to 6:30 pm for Soil Collection Ceremony to memorialize the lynching of Mr. George Bush on September 7, 1889. This approval is contingent upon adherence to the then-applicable health order. The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon the inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

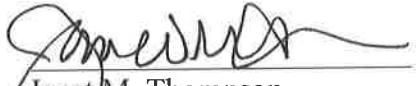
Done this 26<sup>th</sup> day of July 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner





# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization Community Remembrance Project of Boone County

Address: 504 Manor Drive

City: Columbia State: MO ZIP Code 65203

Phone: 573-424-5999 Website: crp-mo.org

Individual Requesting Use: Bradford D. Boyd-Kennedy

Position in Organization: Member

Address: 504 Manor Drive

City: Columbia State: MO ZIP Code 65203

Phone: 573-424-5999 Email: cucc.brad@gmail.com

Event: Soil Collection Ceremony to memorialize the lynching of Mr. George Bush on September 7, 1889

Description of Use (ex. Concert, speaker, 5K): Speakers; Soil being deposited in jars placed on tables; Music

Date(s) of Use: Wednesday, September 7, 2022

Start Time of Setup: 2:30 PM AM/PM

Start Time of Event: 4:00 PM AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 5:30 PM AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 6:30 PM AM/PM

Emergency Contact During Event: Bradford Boyd-Kennedy Phone: 573-424-5999

Will this event be open to the public? Yes

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: We will use email lists of interested people who have supplied their contact information; along with our Facebook and website pages; along with radio and possibly television announcements, and local (Columbia) print media. The promoters will be members of the Community Remembrance Project of Boone County, who can be contacted through Bradford Boyd-Kennedy, 504 Manor Drive, Columbia, MO 65203, 573-424-5999, cucc.brad@gmail.com

How many attendees (including volunteers) do you anticipate being at your event? Approximately 100 people

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. Attendees will be instructed to leave the plaza in an orderly manner using the exits to Walnut Street above the plaza and to Ash Street below the plaza

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will the majority of attendees be under the age of 18? No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_# adults per \_\_\_\_\_#minors

Will you need access to electricity? Yes

Will you be using amplifiers? Yes

Will you be serving food and/or non-alcoholic drinks? No

If yes, will you be **selling** food and/or non-alcoholic drinks? No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages? No

If yes, will you be **selling** alcoholic beverages? No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items? No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event? No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_  
\_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

No. If necessary, we will hire such a service.

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you be using portable toilets for your event? No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan. We have not yet acquired such insurance, but will do so if it is necessary.

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization Not applicable, per Michelle Hall, Administrative Coordinator of Boone County Government Center

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code \_\_\_\_\_

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Bradford Boyd-Kennedy, member of the Community Remembrance Project of Boone County

Address: 504 Manor Drive, Columbia, MO 65203

Phone Number: 504 Manor Drive      Date of Application: July 12, 2022

Email Address: [cucc.brad@gmail.com](mailto:cucc.brad@gmail.com)

Signature:



Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

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**PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA**

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

  
County Clerk

BOONE COUNTY, MISSOURI

  
County Commissioner

DATE:

7.26.2022



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Community Remembrance Project of Boone County  
Address: 504 Manor Drive  
City: Columbia  
Phone: 573-424-5999  
Individual Requesting Use: Bradford Boyd-Kennedy

State: MO ZIP Code 65203  
Website: crp-mo.org  
Position in Organization: Member

Facility requested: Commission Chambers (needed only in case of excess heat or rainy weather and to provide access to restrooms)

Event: Soil Collection Ceremony to memorialize the lynching of Mr. George Bush on September 7, 1889

Description of Use (ex. Speaker, meeting, reception): Speakers; Soil to be deposited in jars on a table; Music

Date(s) of Use: Wednesday, September 7, 2022

Start Time of Setup: 2:30 PM

Start Time of Event: 4:00 PM

End Time of Event: 5:30 PM End Time of Cleanup: 6:30 PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Bradford Boyd-Kennedy, Member of the Community Remembrance Project of Boone County  
Phone Number: 573-424-5999  
Date of Application: July 12, 2022  
Email Address: [cucc.brad@gmail.com](mailto:cucc.brad@gmail.com)

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

Applicants requesting ongoing regular use of Commission Chambers may request up to six months in advance. To continue regular use of Chambers, a new application must be submitted every six months. Chambers will not be reserved beyond the dates submitted.

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

  
County Clerk

BOONE COUNTY, MISSOURI

  
County Commissioner

DATE: 7.26.2022

337-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

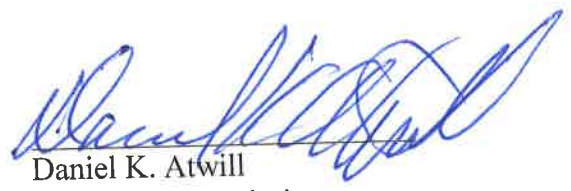
Term. 20

In the County Commission of said county, on the 26th day of July 20 22

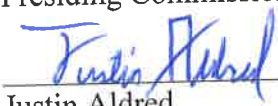
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza, and in the event of rain, the Boone County Government Center Chambers by Mid-Missouri Peaceworks on October 2, 2022, from 12:00 pm to 5:00 pm for Walk for the Climate Kickoff. This approval is contingent upon adherence to the then-applicable health order. The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon the inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

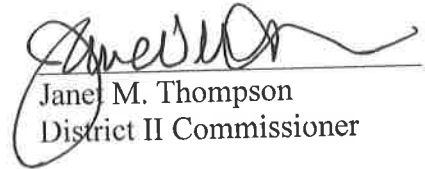
Done this 26<sup>th</sup> day of July 2022.



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Jane M. Thompson  
District II Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Mid-Missouri Peaceworks

Address: 804 E. Broadway Ste. C

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim

Position in Organization: Director

Address: Same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code \_\_\_\_\_

Phone: same Email: mail@midmopeaceworks.org

Event: Walk for the Climate Kickoff

Description of Use (ex. Concert, speaker, 5K): Gathering & Short Rally to kickoff 5K Walk

Date(s) of Use: 10/2/22

Start Time of Setup: 12 PM

Start Time of Event: 1 PM (If start times vary for multiple day events, please specify)

End Time of Event: 4:30 PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5:00 PM

Emergency Contact During Event: Laura Wacker Phone: 314-825-4444

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: No promoters. Usual grassroots publicity, e-mails, Facebook event, flyers, mailing, etc.

How many attendees (including volunteers) do you anticipate being at your event? Approximately 100  
If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. In the unlikely event that we need to

evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues. We plan to have a crew of at least 10 trained volunteers who will be prepared to deal with any contingency.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): N.A.

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_\_\_ # adults per \_\_\_\_\_ #minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_



Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? As in the past, our walk will be on sidewalks and our numbers modest enough so that we do not need streets or sidewalks closed. \_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.  
N.A.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?  
 Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.

3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director

Address: 804-C E. Broadway, Columbia, MO 65201

Phone Number: 573-875-0539 Date of Application: 7/20/22

Email Address: mail@midmopeaceworks.org

Signature: 


**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

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**PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA**

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

  
County Clerk

BOONE COUNTY, MISSOURI

  
County Commissioner

DATE: 7.24.2022



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Mid Mo Peaceworks  
Address: 804 E B'way Ste C  
City: Col. State: MO ZIP Code: 65201  
Phone: 573 875 0539 Website: www.midmopeaceworks.org  
Individual Requesting Use: Mark Hairn Position in Organization: Director  
Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic  
Event: Walk for the Climate  
Description of Use (ex. Speaker, meeting, reception): kickoff to 5K walk  
Date(s) of Use: 10/2/22  
Start Time of Setup: 12:00 am AM/PM Start Time of Event: 1:00 pm  
End Time of Event: 4:30 pm AM/PM End Time of Cleanup: 5:00 pm

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Mark Hairn  
Phone Number: 573 875 0539 Date of Application: 7/20/22  
Email Address: mail@midmopeaceworks.org

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:  
Brianna L. Lennoni  
County Clerk  
DATE: 7.26.2022

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner



Mid-Missouri Peaceworks  
 804 E Broadway Ste C  
 Columbia, MO 65201-4828  
 573-875-0539 MO TAX ID 13940538

4013  
 60-85/015

July 20 2022

Pay to the  
 Order of

Boone County

\$ 100<sup>00</sup>/<sub>100</sub>

One hundred & 00/100

Dollars



Central Bank of Boone County

For

Damage Rep.

*Met Hair*

⑆08⑆500859⑆ ⑆014 60⑆ 3⑆ 4013

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

2022

In the County Commission of said county, on the 26th day of July 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza and the Boone County Government Center Chambers by Como for Progress on August 6, 2022, from 5:00 pm to 9:00 pm for Reproductive Rights Rally. This approval is contingent upon adherence to the then-applicable health order. The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon the inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

Done this 26<sup>th</sup> day of July 2022.

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

Janel M. Thompson  
Janel M. Thompson  
District II Commissioner



# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Como For Progress

Address: n/A

City: Columbia State: Mo ZIP Code 65201

Phone: 5735070103 Website: \_\_\_\_\_

Individual Requesting Use: Melissa Cameron

Position in Organization: Local Organzier

Address: 4810 Meadow Lark lane

City: Columbia State: MO ZIP Code 65201

Phone: 5735070103 Email: melissa.lyddon@gmail.com

Event: Reproductive Rights Rally

Description of Use (ex. Concert, speaker, 5K): Speakers

Date(s) of Use: August 6th 2022

Start Time of Setup: 5pm AM/PM

Start Time of Event: 6pm AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 8pm AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 9pm AM/PM

Emergency Contact During Event: Melissa Cameron Phone: 573-507-0103

Will this event be open to the public?  Yes  No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: Social media platfroms, flyers, and word of mouth

500

How many attendees (including volunteers) do you anticipate being at your event? \_\_\_\_\_

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. I have a few trained peacekeepers, along with emt and medics who will be available to help anyone with heat exhaustion, and other minor problems.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees); Melissa Cameron, Amie Mette, and Mac Martlenz

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the majority of attendees be under the age of 18?  Yes  No

If yes, please note the number of adult supervisors in attendance: \_\_\_# adults per \_\_\_\_\_#minors

Will you need access to electricity?  Yes  No

Will you be using amplifiers?  Yes  No

Will you be serving food and/or non-alcoholic drinks?  Yes  No

If yes, will you be **selling** food and/or non-alcoholic drinks?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will you be serving alcoholic beverages?  Yes  No

If yes, will you be **selling** alcoholic beverages?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: \_\_\_\_\_

County Liquor License Number: \_\_\_\_\_

City Liquor License Number: \_\_\_\_\_

Will you be selling non-food items?  Yes  No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: \_\_\_\_\_

County Merchant's License Number: \_\_\_\_\_

City Temporary Business License Number: \_\_\_\_\_

Will outside vendors be selling food, beverages or non-food items at this event?  Yes  No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure?  Yes  No

If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames?  Yes  No

If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_\_\_

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes  No

If yes, please provide the following:

Security Company: \_\_\_\_\_

Contact Person Name and Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you be using portable toilets for your event?  Yes  No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.



A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: Melissa Cameron  
Address: 4810 Meadow lark lane  
City: Columbia State: Mo ZIP Code 65201

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Local Organzier  
Address: 4810 Meadow lark lane  
Phone Number: 5735070103 Date of Application: 07/19/22  
Email Address: melissa.lyddon@gmail.com,  
Signature: \_\_\_\_\_

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

#### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

  
County Clerk

BOONE COUNTY, MISSOURI

  
County Commissioner

DATE: 7.26.2022

Daniel K. Atwill, Presiding Commissioner  
Justin Aldred, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Como For Progress

Address: N/A

City: Columbia State: Mo ZIP Code \_\_\_\_\_

Phone: 573-507-0103 Website: \_\_\_\_\_

Individual Requesting Use: Melissa Cameron Position in Organization: \_\_\_\_\_

Facility requested:  Chambers  Room 301  Room 311  Room 332

Event: Reproductive Rights Rally

Description of Use (ex. Speaker, meeting, reception): Speaker

Date(s) of Use: August 6th 2022

Start Time of Setup: 5pm AM/PM Start Time of Event: 6pm

End Time of Event: 8pm AM/PM End Time of Cleanup: 9pm

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Melissa Cameron / Local Organzier

Phone Number: 573-507-0103 Date of Application: 7/20/2022

Email Address: Melissa.lyddon@gmail.com

**Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).**

Applicants requesting ongoing regular use of Commission Chambers may request up to six months in advance. To continue regular use of Chambers, a new application must be submitted every six months. Chambers will not be reserved beyond the dates submitted.

**PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS**

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Buanna L. Lennori  
County Clerk

[Signature]  
County Commissioner

DATE: 7.26.2022