

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 25th day of October 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 for roadway maintenance for Ketterer Road (Off-Site Roadway Improvements).

Done this 25th day of October 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, 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: October 21, 2022

TO: Boone County Commission

FROM: Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *Jmw*

RE: Recommendation for Roadway Maintenance Acceptance
Ketterer Road Improvements (Settlers Ridge Plat 5 Off-Site Roadway Improvement)

Commissioners,

Attached for your consideration for roadway maintenance acceptance is the New Roadway Construction Final Report for the following road within the Southeast Quarter of Section 09, Township 49 North, Range 12 West, Boone County Missouri:

- Ketterer Road – 1,110 Feet

The existing gravel road was upgraded to Boone County Collector Road standard between Route B and North Browns Station Road as an off-site roadway improvement requirement for the Settlers Ridge development. This road was constructed by Emery Sapp & Sons, Inc. for T-Vine Development Corp. in accordance with the approved construction plans designed by Allstate Consultants LLC.

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 10/19/2022

Date letter requesting acceptance received: 10/03/2022

Development Name: Settlers Ridge Plat 5 (Off-Site Roadway Improvements)

Roadway Name: Ketterer Road

Sheet 1 of 1

(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Asphalt

Roadway Width: 38'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 1110' (Sta. 0+11.00 to 11+21.12)

ROW Width: 66'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: The existing gravel road was upgraded to Boone County Collector Road standard between Route B and North Browns Station Road as an off-site roadway improvement requirement for the Settlers Ridge development.



Chief Engineer's Signature

10/21/22

Date

503-2022

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STATE OF MISSOURI

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October Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 25th day of October 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 Cash Deposit in the amount of \$20,918.63. Said deposit was issued on behalf of Martin Veterinary Group, LLC for stormwater improvements located at 9000 E. Davis Rd. Centralia, MO. The work has been completed as required. The original Commission Order accepting the Cash Deposit is 399-2021.

Done this 25th day of October 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

504 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

25th

day of

October

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 Lease Transfer, Novation and Consent confirming Riverside Farms, LLC as the tenant in the agricultural lease originally approved in Commission Order 291-1996 to C.L. and Nancy Richardson.

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

Done this 25th day of October 2022.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



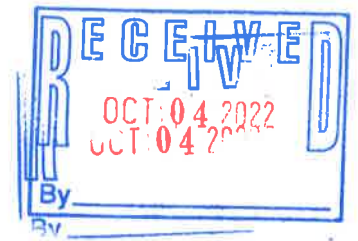
Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner



LEASE TRANSFER, NOVATION AND CONSENT

THIS LEASE TRANSFER, NOVATION AND CONSENT, dated the 27 day of Sept. 2022, is made between **Riverside Farms, Inc.** (Transferee) and, **Boone County, Missouri (Landlord)**.

WHEREAS, Transferee has accepted the original Tenant's assignment to it of all Tenant's right, title, interest, and obligations in and to that Agricultural Lease, attached hereto, dated May 9, 1996 between Boone County, Missouri, as Landlord, and Wayne Hilgedick and C.L and Nancy Richardson, husband and wife, as Tenant; and

WHEREAS, Landlord and Tenant desire to restate and readopt their Lease Agreement; and

NOW, THEREFORE, in consideration of the Landlord's consent to this transfer, and other good and valuable consideration, the parties agree as follows:

1. The original Lease is attached hereto and incorporated herein by reference.
2. Transferee agrees to perform and be bound by all the covenants in that Lease, and agrees to make all the payments and perform all the covenants of that Lease, as Tenant.
3. That Lease shall not be assigned, nor shall the land subject to that lease or any part thereof be sublet, nor shall the land be used or permitted to be used, for any purpose other than as is provided in that Lease, without the written consent of the Landlord.
4. Any notice or demand provided for herein may be given to the party to be served by personal service or by registered or certified mail, return receipt requested, addressed to the Landlord and Transferee as follows:

a. Landlord:

Boone County Commission
801 E Walnut, Rm. 333
Columbia, MO 65201

b. Transferee:

Riverside Farms, Inc.
c/o Terry Hilgedick
1500 East Hartsburg Bottom Road
Hartsburg, MO 65039

5. Landlord hereby consents to the assignment of that Lease to Transferee, on the express condition, however, that Transferee shall be liable as Tenant for the prompt payment of the rent and performance of the Lease's covenants, and that no further assignment of that Lease nor subletting of the premises nor any part thereof shall be made without Landlord's written consent

LANDLORD:

TRANSFEE:

**BOONE COUNTY MISSOURI
BY: BOONE COUNTY COMMISSION**

RIVERSIDE FARMS, INC.

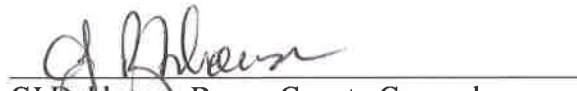

Daniel K. Atwill, Presiding Commissioner


Ricky Hilgedick, President

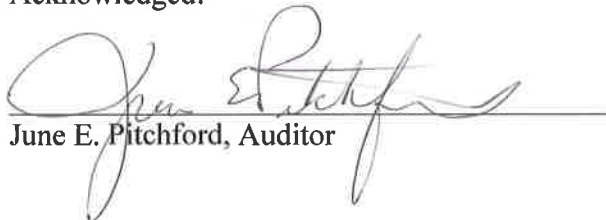
ATTEST:


Brianna L. Lennon, County Clerk

APPROVED AS TO LEGAL FORM:


CJ Dykhouse, Boone County Counselor

Acknowledged:


June E. Pitchford, Auditor

Attachment – ORIGINAL LEASE

Attest:

Wendy S. Noren
WENDY S. NOREN
Clerk of the County Commission

CERTIFIED COPY OF ORDER

291

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

County of Boone

May Session of the May Adjourned

Term 1996

9th

day of

May

1996

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve, and authorize the acting Presiding Commissioner to sign, the attached AGRICULTURAL LEASE between Boone County and C. L. and Nancy Richardson.

Done this 9th day of May, 1996.

Attest:

Wendy S. Noren
WENDY S. NOREN
Clerk of the County Commission

Don Stamper
DON STAMPER

Presiding Commissioner

Karen M. Miller
KAREN M. MILLER

District I Commissioner

Linda Vogt
LINDA VOGT

District II Commissioner

tenant hereby agrees to pay all taxes, assessments, interest, penalties, court costs and reasonable attorney's fees.

11. Waiver - No waiver of any right or remedy shall be deemed to have been made by acceptance of rent or otherwise, if such acceptance or payment is made in good faith and subsequent breach of covenant, term or condition.

12. Notice - Any notice of default provided for herein may be given to the party to be served by personal service or by registered or certified mail, return receipt requested, to the last known address of the party to be served.

also being part of the land described in the warranty deed recorded in Book 485, Page 614, Records of Boone County, and being more particularly described as follows:

Beginning at the SE corner of the NE 1/4 of said Section 18, said point being point (2) of said Survey No. 7255; thence with the East line of said survey, North, a distance of 140.00 feet; thence parallel to the South line of said survey, N88°18'W, 606.73 feet;

AGRICULTURAL LEASE

THIS LEASE, dated the 9th day of May, 1996, is made by and between Boone County, Missouri, a political subdivision of the State of Missouri, through the Boone County Commission ("Landlord") and C. L. and Nancy Richardson, husband and wife ("Tenant").

IN CONSIDERATION of the mutual covenants and agreements contained herein and the performance thereof, the parties agree to the following:

1. **Leasehold Conveyance** - Landlord hereby leases unto the tenant, subject to the terms and conditions contained herein, the following described property located in Boone County, Missouri, to wit:

A tract located in the NE 1/4 of Section 18, Township 45 North, Range 12 West, Boone County, Missouri, being part of the tract shown by Boone County Survey No. 7255, and also being part of the tract described by the warranty deed recorded in Book 485, Page 614, Records of Boone County, and being more particularly described as follows:

Beginning at the SE corner of the NE 1/4 of the NE 1/4 of said Section 18, said point being point (2) of said Survey No. 7255; thence with the East line of said survey, North, a distance of 140.00 feet; thence parallel to the South line of said survey, N88°18'W, 606.73 feet; thence parallel to the East line of said survey, South, a distance of 140.00 feet; thence with the lines of said survey, S88°18'E, 306.73 feet; thence South, a distance of 80.00 feet; thence S88°18'E, 300.00 feet; thence North, a distance of 80.00 feet to the point of beginning and containing 2.50 acres.

2. **Leasehold Term** - The term of this lease shall commence on the day and year first above written and extend for an initial term up to and through December 31, 1996. Thereafter, this lease shall automatically renew for one year terms commencing on January 1, 1997 and ending on the 31st day of December each year thereafter until terminated as specified in this lease.

3. **Consideration** - This lease is granted by Landlord to Tenant for and in consideration of payment of \$10.00 per year by Tenant to Landlord and the Tenant's proper and regular maintenance of the property subject to this lease which relieves Landlord of the obligation and financial burden of maintenance of the property leased hereunder.

4. **Land Use and Restrictions** - The real estate which is leased hereunder may be used by the tenant for agricultural purposes only while this lease is in effect, provided the Tenant does not use the land in violation of the land use restrictions recorded by Landlord in Book 1192, Page 716, of the Boone County deed records under Hazard Mitigation and Relocation Assistance Act of 1993 and to which the Landlord and all subsequent owners and possessors of said real

officers, agents, and employees, harmless from any and all claims, for injury or damage, including litigation costs and attorney fees, to persons or property, who enter upon or use the leased property for any purpose, it being expressly understood and agreed that Tenant accepts the property in its present condition and assumes all responsibility and liability for its use and its use by others.

5. **Equipment** - No farm equipment or machinery may be stored on the leased premises in excess of 48 hours without the express written consent of the landlord.

6. **Agricultural Chemicals** - Agricultural chemicals may be used on the leased property in connection with production of agricultural crop and feed products, so long as such chemicals are not used or disposed of on the leased property in violation of any federal, state or local law, rule, regulation or ordinance.

7. **Mowing** - If the property leased hereunder is used for pasture, hay production, or fallow, Tenant agrees to mow the property at least annually during the summer to control weed growth.

7. **Damages and Indemnification** - Tenant hereby agrees to hold the Landlord, its officers, agents, and employees, harmless from any and all claims, for injury or damage, including litigation costs and attorney fees, to persons or property, who enter upon or use the leased property for any purpose, it being expressly understood and agreed that Tenant accepts the property in its present condition and assumes all responsibility and liability for its use and its use by others.

8. **Assignment and Subletting** - This lease shall not be assigned, nor shall the land or any part thereof be sublet, nor shall the land be used or permitted to be used, for any purpose other than as is above provided, without the written consent of the Landlord.

9. **Encumbrances** - Tenant agrees that during the term of this lease and any renewal thereof Tenant shall not cause any lien or other incumbrance to be incurred against the leased property.

10. **Termination and Surrender** - Tenant shall delivery peaceful possession of the premises to the landlord on termination of this lease for any reason. This lease may be terminated for any reason by Landlord upon 30 days advance written notice to Tenant and upon ten days advance written notice in the event any default is made in the performance of any obligation under this lease. Upon termination, Landlord shall have the right to reenter and take possession of the property subject to this lease and the Tenant shall, upon written demand, peacefully surrender possession thereof to Landlord, and all rights and interests of Tenant to possession and control hereunder shall cease and terminate, but nothing herein contained shall effect Landlord's rights hereunder. In the event Tenant fails to surrender possession or the Landlord is required for any other reason to enforce any term or condition of this lease, then Tenant hereby agrees to pay all reasonable costs incurred by landlord for enforcement, including court costs and reasonable attorney's fees.

11. Binding Effect - This agreement shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

12. Entire Agreement and Amendment - This agreement constitutes the entire agreement between the parties and supersedes any prior agreements and negotiations, written or verbal.
11. Waiver - No waiver by Landlord of any right to reenter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to reenter or terminate or any subsequent breach of covenant, term or condition of this lease.

12. Notices - Any notice or demand provided for herein may be given to the party to be served by personal service or by registered or certified mail, return receipt requested, addressed to the Landlord and Tenant as follows:

By [Signature] Landlord - Boone County Commission
Presiding Commissioner 801 East Walnut
Room # 245
Columbia, MO 65201

ATTEST: [Signature]
Tenant - [Signature]
County Clerk Wendy Hoover
1150 E. Pt. M.
Marion, MO 65059

13. Binding Effect - This agreement shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

14. Entire Agreement and Amendment - This agreement constitutes the entire agreement between the parties and supersedes any prior agreements and negotiations, written or verbal, and may only be amended by writing executed with the same formality as this agreement.

LANDLORD:

TENANT:

BOONE COUNTY MISSOURI
BY: BOONE COUNTY COMMISSION

By [Signature]
acting Presiding Commissioner

[Signature]
C. L. Richardson
[Signature]
Nancy Richardson

ATTEST: [Signature]
County Clerk

APPROVED AS TO FORM:

[Signature]
County Counselor

CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

Not Verified by [Signature] 5-6-96
Auditor 1190-3820 Date

505 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 25th day of October 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 Animal Control-Limited Services Cooperative Agreement with the City of Hallsville.

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

Done this 25th day of October 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

**Animal Control – Limited Services
Cooperative Agreement**

THIS AGREEMENT is entered into this 25th day of October, 2022, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein “County”) and the **City of Hallsville**, a municipal corporation within the County of Boone, State of Missouri (herein “City”);

WITNESSETH:

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

WHEREAS, City has enacted its own Animal Control ordinances enforced by the Hallsville Police Department; and

WHEREAS, Hallsville Police Department desires some assistance from the animal control officials from County’s jointly operated Public Health and Human Services Department (PHHS) in the enforcement and implementation of Hallsville’s ordinances, and

WHEREAS, County’s PHHS staff is available to assist Hallsville Police Department in certain aspects of its animal control program as specified herein, and

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

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

1. **County Agreements:**

- A. County agrees to respond to calls for assistance from Hallsville PD for animal control services at the anticipated services levels set out in Exhibit A.
- B. County through PHHS shall keep and maintain records and reports relating to the impoundment activity provided by PHHS and provide City with copies of the same upon request or as mutually deemed appropriate.
- C. County will retain fees, if any, by way of boarding fees and/or

impoundment fees.

2. City Agreements:

- A. City, by and through its police department, will administer its own animal control codes through responding to calls for service, the issuance of citations, investigation of cruelty cases, etc.
- B. For the term of this contract, October 1, 2022, through September 20, 2023, City agrees to pay County a rate of \$46.08 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. City will also be responsible for any medical expenses incurred for any animal impounded or otherwise transferred to PHHS under this agreement. However, the total reimbursement shall not exceed \$2,000.00 unless this contract is amended. The City will be reimbursing for services rendered herein and paid on a quarterly basis.
- C. City, by and through its police department, will administer its own animal control codes through the issuance of citations, investigation of cruelty cases, etc.

3. Term: This is a one-year contract that will not automatically renew. If the parties wish to continue services beyond September 30, 2023 they will enter into a new, written agreement.

4. No Assignments or Modifications: This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

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

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

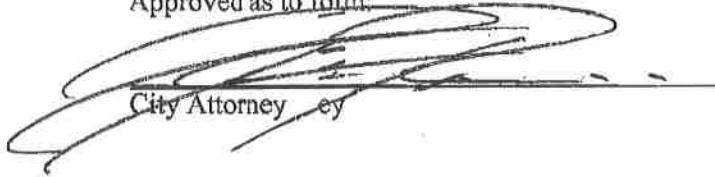
CITY OF HALLSVILLE:

By:  Mayor

ATTEST:


City Clerk

Approved as to form:


City Attorney

BOONE COUNTY, MISSOURI:

By: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:


Brianna Lennon, County Clerk

AUDITORACKNOWLEDGEMENT
FOR BUDGET PURPOSES:


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

Approved as to form:


C.J. Dykhouse, County Counselor

Exhibit A

Hallsville Animal Control – Limited Service Cooperative Agreement Anticipated Levels of Service

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

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

Service expectations: County will respond to animal control service requests from Hallsville Police Department only; County will not respond to calls directly from citizens of Hallsville. County Animal Control Officers will meet Hallsville PD officers at a mutually agreed-upon location within the City of Columbia to receive and accept any dog that Hallsville PD has impounded. Any dog accepted by County will be thereafter handled in accordance with County's policies and procedures for impounded animals and Hallsville PD will communicate to any interested party that further contacts regarding the release of their dog should be directed to County's Animal Control Officers.

Emergency response: When possible, and upon request from Hallsville PD, County will assist Hallsville PD with emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces as quickly as resources allow.

COPY

BILL NO. 2022-15

ORDINANCE NO. 405

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF HALLSVILLE, MISSOURI AND COUNTY OF BOONE, MISSOURI

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

WHEREAS, The City of Hallsville, Missouri ("City") has enacted its own Animal Control ordinances enforced by the Hallsville Police Department; and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo., and

WHEREAS, the parties desire to enter into an Animal Control – Limited Services Cooperative Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HALLSVILLE, MISSOURI AS FOLLOWS:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Animal Control – Limited Services Cooperative Agreement attached hereto as Exhibit A, subject to the provisions of Section 2 hereof.

SECTION 2. The Board of Aldermen hereby approves the Animal Control Enforcement Cooperative Agreement, attached hereto as Exhibit A.


SECTION 3. Upon the effective date of this Ordinance as provided in Section 4 hereof, the Mayor and City Administrator are hereby authorized and directed to execute the Animal Control – Limited Services Cooperative Agreement on behalf of the City of Hallsville.

SECTION 4. This Ordinance shall be in full force and effect immediately after its passage and adoption.

READ TWO TIMES AND PASSED THIS 25TH DAY OF AUGUST, 2022.


Logan Carter, Mayor

ATTEST:


Kenyetta Ridgway-Sample, City Administrator/City Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 25th day of October 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 agreement with Second Sight Systems, LLC for Antenna and Feedline Installation and Services.

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

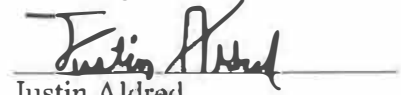
Done this 25th day of October 2022.

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, 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: October 25, 2022
RE: Bid Award Recommendation: *35-23SEP22 – Antenna and Feedline Installation and Services*

This is a bid award recommendation for use by Joint Communications for Antenna and Feedline Installation and Service with Second Sight Systems, LLC and ALT, INC.

Request for Bid *35-23SEP22 – Antenna and Feedline Installation and Services* closed on September 23, 2022. Two bids were received.

Recommendation for award is for three contracts:

FE contract #C000499 – *Antenna and Feedline Installation and Services* is for the initial order that was specified in the bid. Dave Dunford, Radio Consultant for Boone County recommends award to Second Sight Systems, LLC for offering the lowest and best bid. Total contract amount is \$108,502.48 and will be paid as follows:

\$182,700 budgeted in 2706/91300 for 800 Mhz Project with budget revision of \$27,895 from 2706/91300 to 2706/71100 – Outside Services per new Finance Enterprise guidelines, to include

Site work RED: Award Amount \$9,084.54
Site Work ASH: Award Amount \$8,822.54
Site Work CEN: Award Amount \$9,927.08

Site Work RKB: Award Amount \$46,014.16; \$408,050 budgeted in 2706/91300 for RKB project.

Site Work PEN: Award Amount \$34,654.16; \$513,750 budgeted in 2706/91300 for PEN project

Since this contract requires a budget revision, it has been routed for Commission signature.

The next two contracts are Term & Supply contracts with a primary supplier (low bid) and a secondary supplier (who will provide if primary supplier is unable). County Purchasing Director has signed these two contracts in DocuSign.

FE contract #C000500 – *Antenna and Feedline Installation and Services* – Term & Supply - Primary Supplier – Second Sight Systems, LLC

FE contract #C000503 – *Antenna and Feedline Installation and Services* – Term & Supply – Secondary Supplier – ALT, INC.

Term and Supply contracts are for the period from date of award through September 30, 2023 with four (4) one-year renewals. Term and Supply work will be paid from department 2704 – BOCO Joint Comm Radio OPS, account 60200 – Equipment Repairs/Maintenance.

ATT: Bid Tab, Award Recommendation, Dave Dunford Memo

cc: Bid File / Pat Schreiner, Dave Dunford, Chad Martin, Joint Communications

35-23SEP22 - Antenna and Feedline Installation Associated with Microwave-Linked Land Mobile Two-Way Radio System			Second Sight Systems, LLC	ALT, Inc.
BID TABULATION				
4	INITIAL WORK PRICING	Unit:	UNIT COST	UNIT COST
4.1.	Site Work, RED Site	LS	\$9,084.54	\$17,637.40
4.2.	Site Work, RKB Site	LS	\$46,014.16	\$59,338.35
4.3.	Work Site, PEN Site	LS	\$34,654.16	\$37,833.60
4.4.	Site Work, ASH Site	LS	\$8,822.54	\$17,828.90
4.5.	Work Site, CEN Tower Site	LS	\$9,927.08	\$13,178.20
	TOTAL (4.1. through 4.5.)		\$108,502.48	\$145,816.45
Term and Supply Work				
4.8.	Diagnostic Work, Whip Antenna/Feedline	LS	\$2,400.00	\$3,648.00
4.9.	Diagnostic Work, Microwave Dish	LS	\$2,400.00	\$6,048.00
4.10.	Repair Work, Swap Whip Antenna	LS	\$2,400.00	\$7,348.00
4.11.	Repair Work, Swap Microwave Dish	LS	\$2,400.00	\$9,748.00
4.12.	Remove/Replace 7/8" Feedline	LS	\$3,600.00	\$7,612.00
4.13.	Remove/Replace EW-52 Elliptical Waveguide	LS	\$3,600.00	\$9,178.00
4.14.	Install new whip antenna and feedline	LS	\$2,400.00	\$9,038.00
4.15.	Install new microwave dish and feedline	LS	\$3,600.00	\$11,538.00
4.16.	Remove whip antenna and feedline	LS	\$2,400.00	\$7,373.00
4.17.	Remove microwave dish and feedline	LS	\$2,400.00	\$7,838.00
4.18.	Tower Technician Hourly Rates (which includes travel, food, lodging)	LS	\$150/hr; \$210/night; \$105/hr. drive rate; \$1.04/mile	\$140.00
4.19.	Additional work elements not listed above with related costs	LS	No Response	factor term B supply price assumed
4.20.	Mobilization if not included as part of pricing in 4.1 through 4.5. above	/hr	No Response	No Response
4.21.	Summary of company history		See proposal document	See attached
4.22.	Work background and experience of staff members		See proposal document	See attached
4.23.	Work will begin ___ days after Notice to Proceed		30.00	21
4.24.	Work will be completed ___ days after Notice to Proceed		No Response	14

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
65201

613 E. Ash



Street, Rm. 110
Columbia, MO

4391

(573) 886-

(573) 886-4390

TO: Dave Dunford
Radio Consultant
Joint Communications

FROM: Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

DATE: 10/4/2022

RE: Bid Award Recommendation - 35-23SEP22 - Antenna and Feedline Installation

Attached is the bid tabulation for the two responses received for the above referenced bid. Please return this cover sheet with your recommendation by e-mail after you have completed the evaluation of this bid. If you have any questions, let me know.

DEPARTMENT REPLY:

Department / Account: 2704-60200 for Term & Supply
2706-91300 for Site work for RED, ASH, CNT

Budgeted:

\$30,000 for Term & Supply
Site work RED: \$8,800
Site Work RKB: \$22,000
Site Work PEN: \$15,500
Site Work ASH: \$6,500
Site Work CNT: \$5,500

Award Bid by low bid: Second Sight Systems, LLC

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation). *PLS SEE ATTACHED*

Recommend rejecting bids for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: 

Date: 10/4/22

An Affirmative Action/Equal Opportunity Institution

Radio Consultant Signature: ATO Dwyer Date: 10-1-22
PLEASE SEE ATTACHED EMAIL MEMO.



David Dunford <davidodunford@gmail.com>

Antenna Feedline Installation bid 35-23SEP22

1 message

DD

David Dunford <davidodunford@gmail.com>

Tue, Oct 4, 2022 at 3:04 PM

To: Melinda Bobbitt <MBobbitt@boonecountymo.org>, Chad Martin <cmartin@boonecountymo.org>, Patricia Schreiner <pschreiner@boonecountymo.org>

Melinda, Please consider this email as a recommendation to accept, with stipulations, the low bid for the specified work as submitted by Second Sight Systems, LLC based in St. Louis, MO. I spoke with several members of the organization this morning and from our conversation I am satisfied that they understand the scope of the work and have experience performing similar tasks.

May we condition this award upon three considerations?

- #1. Contractor must agree to purchase factory recommended tools to attach the PPC brand of cable connectors that County uses on its feedlines and cables.
- #2. County can structure the arrangement such that Contractor may be cancelled or discharged and contract terminated if site work progressing through the five specified sites is not acceptable or within County's performance specifications.
- #3. County can accept the bid elements from ALT, the high bidder, in the event that the contract with Second Sight is terminated.

I realize that this approach is a bit unusual. My interest is protecting County from the problems it encountered where the last Term and Supply contractor unilaterally cancelled his contract.

Your help will be appreciated. Thank you.

Dave Dunford

CONTRACT AGREEMENT

THIS AGREEMENT, **County Contract number C000499**, is made and entered into by and between the County of Boone, Missouri through the Boone County Commission (hereinafter referred to as the Owner), and **Second Sight Systems, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner 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 Contractor 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 35-23SEP22 – Antenna and Feedline Installation and Services

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

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.

Introduction and General Conditions of Bidding
 Primary Specifications
 Response Presentation and Review
 Response Form
 Statement of Bidders Qualifications
 Standard Terms and Conditions
 Instructions for House Bill 1549
 Work Authorization Certification
 Debarment Form
 Anti-Collusion Statement
 Signature and Identity of Bidder
 Bidder's Acknowledgment
 Insurance Requirements
 State Wage Rates-Annual Wage Order #28
 Affidavit of Compliance with OSHA
 Affidavit of Compliance with Prevailing Wage Law
 Antenna / Feedline Install Map
 Antenna, Feedline, and Equipment Layout – RKB Tower
 Antenna, Feedline, and Equipment Layout – PEN Tower
 Performance Bond
 Labor and Material Bond
 Addendums #1 - #5

GENERAL WORK – LUMP SUM CONTRACT PRICE:

Note: Work is prevailing wage work. Diagnostic work is not prevailing wage; repair work is prevailing wage.

4.1.	Site Work, RED Site	\$9,084.54
4.2.	Site Work, RKB Site	\$46,014.16

4.3.	Work Site, PEN Site	\$34,654.16
4.4.	Site Work, ASH Site	\$8,822.54
4.5.	Work Site, CEN Tower Site	\$9,927.08
4.7.	TOTAL (4.1. through 4.5.)	\$108,502.48

The Contractor 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 Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than 30 days from receipt of the Notice to Proceed, and to complete the work within the time agreed upon in the pre-construction meeting with County Project Manager.

The work shall be done to complete satisfaction of the Owner 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 Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor 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 subcontractors, 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 Contractor 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 Owner, and that the Owner 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 Contractor 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. The Contractor understands that it 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, the Contractor 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 Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: **One Hundred Eight Thousand, Five Hundred Two Dollars and Forty-Eight Cents (\$108,502.48) / Lump Sum**

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 10/25/2022 at Columbia, Missouri. (Date)

SECOND SIGHT SYSTEMS, LLC

DocuSigned by:
Liath Quaisi
0BA775AFC91D4A2...
by _____
Business Development Manager
title _____

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
D267E242BFB948C...

Brianna L. Lennon, 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.)

- Site work RED: 2706-71100 / \$9,084.54
- Site Work RKB: 2706-91300 / \$46,014.16
- Site Work PEN: 2706-91300 / \$34,654.16
- Site Work ASH: 2706-71100 / \$8,822.54
- Site Work CNT: 2706-71100 / \$9,927.08

DocuSigned by:
June E Pitchford by JF
BC24BD84EE7A483...
10/19/2022

Signature Date Appropriation Account