

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2023

County of Boone

In the County Commission of said county, on the

26th

day of

January

20 23

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 Batterers Intervention Program Contract between Boone County and the following:

- TMT Consulting


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

Done this 26th day of January 2023.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

THIS AGREEMENT, entered into by and between the 13th Judicial Circuit Court (the Court) and TMT Consulting

WHEREAS, the Court has developed a program for criminal cases involving domestic violence; and

WHEREAS, the Court desires to provide financial assistance to low-income defendants to enable them to participate in a batterers' intervention program; and

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar 2023 and

WHEREAS, the BIP EMBRACE (for men) and EMBRACE U (for women) programs provided by TMT Consulting is a batterers' intervention program within the 13th Judicial Circuit offering services for both men and women.

NOW, THEREFORE, it is agreed to between the parties as follows:

A. TMT Consulting will make its batterers' intervention program available to individuals referred by court on the following basis:

1. TMT will work with the Domestic Assault Court Coordinator to obtain referral information and assist court referred clients in arranging intake to the EMBRACE/EMBRACE U program.
2. TMT will offer intake sessions regularly, in the form of in person group sessions or individual orientation session so that referred clients have the opportunity to enroll in the EMBRACE/EMBRACE U program within 30 days of referral.
3. TMT Consulting will charge each court-referred individual for treatment sessions based on a sliding scale, according to the individual's family income.

B. TMT Consulting will report to the Court as follows:

1. Once per week TMT Consulting will provide a list of individuals attending the BIP EMBRACE OR EMBRACE U program which shows the following information:
 - a. Case number
 - b. Name
 - c. Date of intake
 - d. Classes attended
 - e. Comments regarding attendance and absences
 - f. balance of fees owed

2. No later than the 5th of each month TMT Consulting will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.

3. Once a month, TMT will provide the Court with a list of individual attending EMBRACE/EMBRACE U who have graduated, terminated, or been suspended from the program.

C. The Court will pay TMT Consulting for its services based on the following assumptions:

1. The monthly payment will be based on the following formula: total number of sessions attended by eligible defendants multiplied by \$40 minus the amount collected from defendants.

2. The total cost of the 27-week BIP Embrace/Embrace U program is \$1100.00 ((\$40 multiplied by 27 classes) plus \$20 for intake).

3. The maximum amount the Court will pay per person is \$830 (\$1100 minus mandatory contribution of \$270 (\$10 per class)). The maximum number of classes the Court will pay for is 27.

D. The maximum amount of contractual services for 2023 is \$8,252.35. The amount is subject to change based on availability of funds. Contract will be reviewed in the last quarter of the year to see if an adjustment is necessary. TMT should collect a minimum of \$6,562.65 from clients to go towards grant match funds.

E. Enrollment in BIP EMBRACE or EMBRACE U, will be open-ended, with referred participants beginning at the time of the first group vacancy following referral and continuing until 27 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.

F. The program will be supervised by Tasca Tolson who is the owner of TMT Consulting. All facilitators and others involved in the execution of the BIP EMBRACE/EMBRACE U programs shall be employees of TMT Consulting, not of the Court.

G. Services will be provided at TMT Consulting located at Parkade Center (lower level) 601 Business Loop 70 Suite 110, Columbia MO 6520. Services may be provided in person or via telehealth/videoconferencing. All facilities are ADA accessible and accessible via public transportation.

H. TMT Consulting will document the progress of individuals referred to the BIP EMBRACE or EMBRACE U program, and will report to the Court information regarding success or failure of referred individuals in completing the program.

I. TMT Consulting will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).

J. TMT Consulting will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred

individuals, and recidivism. TMT Consulting and the Court will share statistical information regarding program success.

K. TMT Consulting will accommodate any non-English speaking defendants and be responsible for any associated costs.

L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.

M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

N. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, TMT Consulting shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.

O. The agreement shall terminate on December 31, 2023, if not earlier terminated by the parties as set forth above.

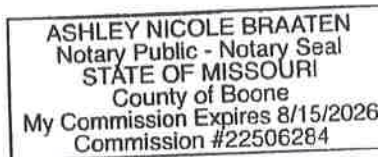
IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

13th Judicial Circuit

By: Cindy Ganett
DATED: 11/2/2023

TMT Consulting

By: Jim Salton
DATED: 12/27/2022



Ashley Nicole Braaten

**APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:
BOONE COUNTY, MISSOURI**

By: Boone County Commission ATTEST:

Kip Kendrick
Kip Kendrick, Presiding Commissioner

Brianna Lennon
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

CJ Dykhouse
CJ Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2023

In the County Commission of said county, on the 26th day of January 20 23

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 Batterers Intervention Program Contract between Boone County and the following:

- Compass Health

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

Done this 26th day of January 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

AGREEMENT FOR BATTERERS' INTERVENTION PROGRAM

THIS AGREEMENT, entered into by and between the 13th Judicial Circuit Court (the Court) and the Compass Health.

WHEREAS, the Court has developed a program for criminal cases involving domestic violence; and

WHEREAS, the Court desires to provide financial assistance to low-income defendants to enable them to participate in a batterers' intervention program; and

WHEREAS, the Court currently receives STOP grant funding for such a program for the calendar 2023; and

WHEREAS, the MEND (Men Exploring Non-violent Directions) program provided by Compass Health is a batterers' intervention program within the 13th Judicial Circuit.

NOW, THEREFORE, it is agreed to between the parties as follows:

A. Compass Health will make its batterers' intervention program available to individuals referred by court on the following basis:

1. Compass Health will work with the Domestic Assault Court Coordinator to obtain referral information and assist court referred clients in arranging intake to the MEND program.
2. Compass Health will offer intake sessions regularly, in the form of in person group sessions or individual orientation session so that referred clients have the opportunity to enroll in the MEND program within 30 days of referral.
3. Compass Health will charge each court-referred individual for treatment sessions based on a sliding scale, according to the individual's family income.

B. Compass Health will report to the Court as follows:

1. Once per week Compass Health will provide a list of individuals attending the MEND program which shows the following information:

- a. Case number
- b. Name
- c. Date of intake
- d. Classes attended
- e. Comments regarding attendance and absences
- f. balance of fees owed

2. No later than the 5th of each month Compass Health will provide to the Court a bill that lists all clients referred by the Court, the amount they paid, and the amount being billed to the Court.

3. Once a month, Compass Health will provide to the Court a list of individuals attending MEND who have graduated, terminated, or been suspended from the program.

C. The Court will pay Compass Health for its services based on the following assumptions:

1. The monthly payment will be based on the following formula: (total number of sessions attended by eligible defendants multiplied by \$40) minus the amount collected from defendants.

2. The total cost of the 27-week MEND program is \$1,100 ((\$40 multiplied by 27 classes) plus \$20 for intake).

3. The maximum amount the Court will pay per person is \$830 (\$1,100 minus mandatory contribution of \$270 (\$10 per class)). The maximum number of classes the court will pay for is 27.

D. The maximum amount of contractual services for 2023 is \$26,311.15. The amount is subject to change based on availability of funds. Contract will be reviewed in the last quarter of the year to see if an adjustment is necessary. Compass Health should collect a minimum of \$19,823.85 from clients to go towards grant match funds.

E. Enrollment in MEND will be open-ended, with referred men beginning at the time of the first group vacancy following referral and continuing until 27 weeks of programming have been completed. Group sessions will be two hours long and will be held at a variety of times to reasonably accommodate clients.

F. Groups will be facilitated by Licensed Professional Counselors, Licensed Clinical Social Workers, or other counselors under the supervision of licensed staff. The program will be supervised by Ted Solomon, M.S., Licensed Professional Counselor on the contract and Quillen Reivich, MEND Coordinator for Compass Health. All facilitators and others involved in the execution of the MEND program shall be employees of Compass Health, not of the Court.

G. Services will be provided at Compass Health's Columbia Outpatient Clinic at 3501 Berrywood Drive, Columbia, Missouri, Fulton Outpatient Clinic at 2625 Fairway Drive. Services may be provided in person or via telehealth/videoconferencing. All facilities are ADA accessible and accessible via public transportation.

H. Compass Health will document the progress of individuals referred to the MEND program, and will report to the Court information regarding success or failure of referred individuals in completing the program.

I. Compass Health will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).

J. Compass Health will cooperate with the Court in conducting surveys of referred individuals regarding program quality, its ability to meet the needs of the referred

individuals, and recidivism. Compass Health and the Court will share statistical information regarding program success.

K. Compass Health will accommodate any non-English speaking defendants and be responsible for any associated costs.

L. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.

M. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

N. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, Compass Health shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.

O. The agreement shall terminate on December 31, 2023, if not earlier terminated by the parties as set forth above.

IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

13th Judicial Circuit

By: Cindy J. Barnett
DATED: 1/12/2020

Compass Health Network

By: [Signature]
DATED: 1/9/23

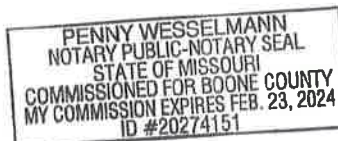
**APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:
BOONE COUNTY, MISSOURI**

By: Boone County Commission ATTEST: Brianna Lennon

[Signature] Residing Commissioner Brianna Lennon, County Clerk

APPROVED AS TO FORM:

[Signature]
CJ [Signature], County Counselor



Penny Wesselmann

Jodi Vanskike

From: Cindy.L.Garrett@courts.mo.gov
Sent: Tuesday, January 24, 2023 3:34 PM
To: Janet Thompson; Kip Kendrick; Justin Aldred
Cc: Jodi Vanskike
Subject: Batterer's Intervention Program

CAUTION: This email originated outside of boonecountymmo.org, ONLY use links and attachments which are familiar.

Good afternoon. This morning you inquired about the number of participants in the BIP program from the VAWA funding we receive. Below is information included in the annual report we will soon be submitting that provides more information about the program. Please let me know if you have any additional questions. Thank you again for your support of the court and our grant funded programs.

The court began receiving VAWA funds for Batterer's Intervention Program in 2008. There are two BIP programs used; MEND is Men Exploring Non-Violent Directions, facilitated by Compass Health and EMBRACE (male) and EMBRACE U (female), facilitated by TMT Consulting. TMT became part of the grant in 2018.

In 2009, the court obtained VAWA funds for a Domestic Assault Court Coordinator (DACC). The DACC performs a variety of functions including monitoring defendants attendance and participation in BIP. Since the DACC has been utilized in 2009, time frames for enrolling and starting BIP have been greatly reduced. In 2009, it took defendants an average of 90 days to enroll. In 2022, the average was 35 days. In 2022, there were 45 participants who carried over from prior years and 69 ordered to completed BIP during the year. Of the 69 ordered, 64 actually started the BIP class. In 2022, there were a total of 57 who graduated and 11 who were terminated from the program. The DACC communicates absences and delays to the court, therefore, the court is able to more effectively enforce BIP participation.

Compass Health gives participants a pre and post survey regarding BIP; the Male Roles Attitudes Scale (MRAS) and the Conformity to Masculine Norms Inventory (CMNI). Compass reviews these surveys and sees that participants who attended BIP value equal power between men and women more when they graduate the program than when they started, value dominance less, and their belief in stereotypical sex roles is diminished. TMT uses the Ontario Domestic Assault Risk Assessment (ODARA) which is an actuarial tool used for estimating the risk that a domestic violence offender will assault a partner again. The ODARA score indicates how a domestic offender compares with other domestic offenders in terms of risk to re-offend.

The goal of the domestic violence docket is to end the pattern or cycle of violence and to protect offenders' partners and children from harm. If we did not have VAWA funding, offenders not able to afford BIP would likely end up in jail without treatment. Neither of these options would likely end the pattern or cycle of violence. Compass Health's Mend Exploring Non-Violent Directions course and TMT's EMBRACE/EMBRACE U (the courts BIP providers) are an integral part of the court's approach to dealing with domestic violence. As a form of cognitive behavioral therapy, a BIP coupled with close supervision, is the best method available for instilling lasting behavioral changes in domestic offenders. Unfortunately, at \$40/week for 27 weeks, the cost of BIP is not feasible for the majority of domestic violence offenders, who have qualified for public defender services. Without VAWA funding, most offenders would not be able to attend the class. In 2022, the maximum amount of VAWA funding assistance a defendant could receive was \$30. The defendant was still responsible for paying a minimum of \$10 per class and up to \$40 based on a sliding scale that takes into consideration a defendant's income and number of people in the household. TMT Consulting and Compass Health reported as of December 31, 2022 there had been a total of 114 defendants participate in BIP with 62% of those defendants receiving some portion of the grant compared to 39% who paid the full price of \$40/session. The purpose of BIP is to encourage a nonviolent lifestyle by changing behavioral and thinking patterns. While the offenders need to share the financial burden, the burden does not need to be so great that the focus shifts from counseling to finances. During previous years when funding was not available, BIP was less likely to be

ordered as a bond or probation condition, attendance was low, and defendants took longer to complete the program, if it was completed at all.

Additionally, without VAWA funding, the DACC position would not be filled.

This position is crucial to the effectiveness of the domestic violence docket, BIP compliance, and reducing recidivism. Funding under the court's general revenue budget is currently not available. The addition of the DACC has significantly increased BIP compliance and domestic violence cases are processed in a more efficient manner. This assists in making offenders more accountable to the court, and the court in turn, more accountable to the victims/survivors of domestic violence.

Cindy Garrett
Court Administrator
705 East Walnut
Columbia MO 65201
573-886-4058
573-886-4070 (fax)

E-mail address: Cindy.L.Garrett@courts.mo.gov

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2023

In the County Commission of said county, on the 26th day of January 20 23

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 Child Permanency Services Contract between Boone County and the following:

- Family Facets

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


Done this 26th day of January 2023.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

01/01/23

**RQST
DATE**

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

15709

Family Facets

Professional Services

VNDR #

VENDOR NAME

BID #

Ship to Dept #:

Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
1243	71101	Family Facets	3380	\$25.00	\$84,500.00
1243	71101	Family Facets	13312	\$6.25	\$83,200.00
1243	71101	Family Facets	2496	\$6.25	\$15,600.00
1243	71101	Family Facets	60	\$25.00	\$1,500.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 184,800.00

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

Cindy Daniels
Approving Official

Kelly Chamberlin
Prepared By

HA
Auditor Approval

AGREEMENT FOR CHILD PERMANENCY SERVICES

THIS AGREEMENT, entered into by and between the 13th Judicial Circuit Court (the Court) and Family Facets,

WHEREAS, the Court has worked with a committee to develop a program for reunifying children with their parents more quickly; and

WHEREAS, the Court desires to provide families whose children have been removed with tools and assistance to reunify their children timelier and remain intact; and

WHEREAS, the Court currently receives Children's Services grant funding for such a program for the calendar 2023 year; and

WHEREAS, Family Facets provides these services through a program called "Child Permanency Services."

NOW, THEREFORE, it is agreed to between the parties as follows:

- A. Family Facets will provide services on the following basis:
 - 1. Family Facets will meet with an executive team to review referred families taking up to 30 cases per year.
 - 2. Family Facets will provide services to the families using evidence based best practices in agreement with the Court.
 - 3. Family Facets will not charge the family for the services provided.
- B. Family Facets will report to the Court as follows:
 - 1. Family Facets will provide updates on families accepted into the program to the Court, Juvenile Office, and appropriate agencies.
 - 2. Family Facets will provide to the Court a bill of all services provided the previous month, with that amount being billed to the Court.
- C. The Court will pay Family Facets for its services provided not to exceed the Boone County Children's Services funds awarded to the 13th Circuit Court in 2023.
- D. The Child Permanency Services program will be supervised by Paige Sanders who is a clinical director at Family Facets, or by another Family Facets Program Manager mutually acceptable to the parties. All staff and others involved in the execution of the programs shall be employees of Family Facets, not of the Court.

- E. Services may be provided at Family Facets, 701 Vandiver Drive, Columbia MO 65202. All facilities are ADA accessible and accessible via public transportation. Services may also be provided at the family's home, or another location mutually agreed upon by the family and Family Facets.
- F. Family Facets will document the progress of families referred to the program and will report to the Court information regarding success or failure of referred individuals in completing the program.
- G. Family Facets will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- H. Family Facets will cooperate with the Court in conducting surveys of referred individuals regarding program quality and the required grant reports.
- I. Family Facets will accommodate any non-English speaking clients and be responsible for any associated costs.
- J. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- K. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- L. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, Family Facets shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A Work Certification Affidavit is attached hereto and made a part hereof.
- M. The agreement shall terminate on December 31, 2023, if not earlier terminated by the parties as set forth above, and may be renewed for 2024 based on renewal and approval of funding, upon the subsequent mutual agreement of the parties.

IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

13th Judicial Circuit

By: Cindy Garrett

DATED: 1/10/2023

Family Facets

By: Shelli Scarpas

DATED: 1-9-2023

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone)
) ss
State of Missouri)

My name is Sheila C Searfoss. I am an authorized agent of **Family Facets**.
This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Sheila C Searfoss 1-09-2023
Affiant Date

Sheila C Searfoss
Printed Name

Subscribed and sworn to before me this 9 day of January, 2023.



[Signature]
Notary Public

APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

BOONE COUNTY, MISSOURI

By: Boone County Commission

Kk
Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna Lennon
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

J Dykhouse
CJ Dykhouse, County Counselor

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 result in a measurable county obligation at this time.)

<u>Kyle Pieman by HA</u>	<u>1-17-23</u>	<u>1243-71101 \$184,800</u>
Signature	Date	Appropriation Account/Amount

E-Verify Memorandum of Understanding (MOU) for Family Facets
Signature page of the MOU:

E-Verify

Company ID Number: 229489

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: Tri-County Counseling Services, Inc., db/a Family Facets	
Sheila Searfoss	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	07/12/2009
Signature	Date
Department of Homeland Security - Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	07/12/2009
Signature	Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2023

County of Boone

In the County Commission of said county, on the 26th day of January 20 23

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the Quitclaim Deed from the Missouri Highway and Transportation Commission and accepts the attached recommendation for Roadway Maintenance for segments of Ponderosa Street and Tom Bass Road.


It is further ordered the Presiding Commissioner is hereby authorized to sign the Acceptance of Conveyance document.

Done this 26th day of January 2023.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
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

DOCUMENT ROUTING REQUEST SHEET (KEEP THIS FORM WITH THE DOCUMENTS BEING ROUTED.)

Document(s) Attached: MHTC Quitclaim Deed and Acceptance of Conveyance and Recommendation For Roadway Maintenance Acceptance Memo for Ponderosa Street and Tom Bass Road

Initiated by: Jeff McCann – Resource Management

Proposed First Reading Date: January 24, 2023

of Originals: 1

Process – Please process in the order listed below. Initial next to your name when completed and forward to the next person indicated on this form.

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

County Counselor – CJ Dykhouse
County Clerk – Jodi Vanskike

approved as to legal form JF 1/18/23

Distribute – Please distribute executed originals as follows:

#
1

County Clerk
Resource Management – Natalie Meighan

Comments: CJ – This is the last piece of the puzzle for the Ponderosa Street/Tom Bass Road relinquishment by MHTC. Proposed commission order language is attached.

Jodi – Brianna will need to sign on the County Clerk attest line herself. Natalie will need to get the executed original from you so she can record it. She will then give it back to you for your records.

First Reading:

Recommendation for Quitclaim Deed acceptance from the Missouri Highways and Transportation Commission and roadway maintenance acceptance for segments of Ponderosa Street and Tom Bass Road.

Draft Commission Order Language:

Now on this day the County Commission of the County of Boone does hereby receive and accept the Quitclaim Deed from the Missouri Highways and Transportation Commission and accepts the attached recommendation for roadway maintenance for segments of Ponderosa Street and Tom Bass Road. It is further ordered the Presiding Commissioner is hereby authorized to sign the Acceptance of Conveyance document.



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: January 17, 2023

TO: Boone County Commission

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

RE: Recommendation of Roadway Maintenance Acceptance
Ponderosa Street and Tom Bass Road Relinquishment By MHTC

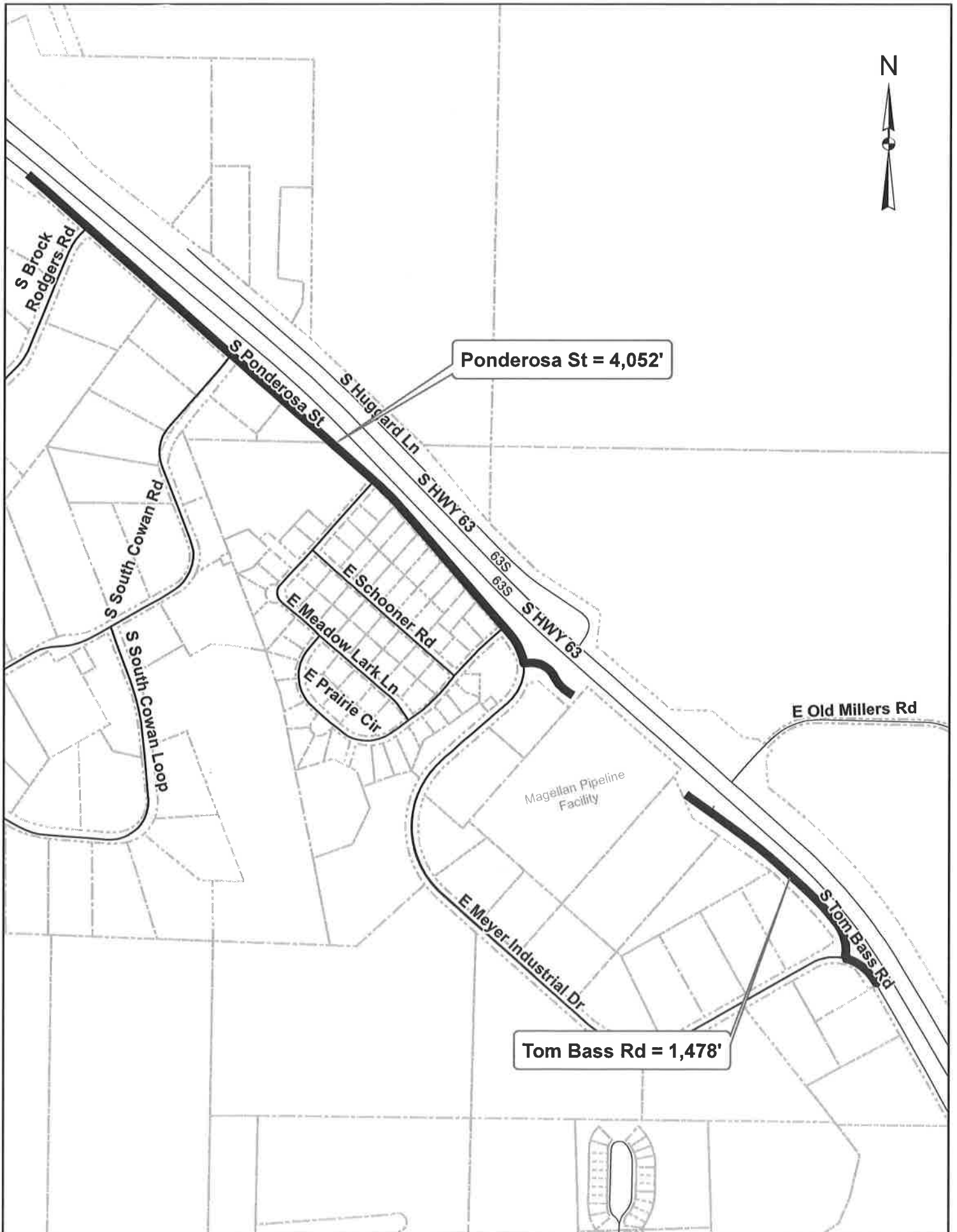
Commissioners,

In March 2021, County Commission passed Order #112-2021 authorizing a Road Relinquishment Agreement with the Missouri Highways and Transportation Commission (MHTC) for a section of Ponderosa Street. The agreement stipulated MHTC would perform certain construction work to Ponderosa Street and deliver a Quitclaim Deed to the County for acceptance when the work was completed. The County would then accept the Quitclaim Deed and take over roadway maintenance going forward. The construction work has been completed.

Attached for your review and consideration are the executed Quitclaim Deed from MHTC and the Acceptance of Conveyance document. The Boone County New Roadway Construction Final Reports are also attached for the following existing roads within Sections 03 and 04, Township 47 North, Range 12 West and Section 33, Township 48 North, Range 12 West, Boone County Missouri along with a sketch depicting the location of the roadway segments.

- Ponderosa Street – 4,052 Feet (including Bridge No. A8321 over Gans Creek)
 - From 421' northwest of the intersection with Brock Rogers Road to 334' southeast of the intersection with Meyer Industrial Drive
- Tom Bass Road – 1,478 Feet (Formerly Ponderosa Street, renamed on 04/30/2013 by County Commission Order #204-2013)
 - From 1,257' northwest of the intersection with Meyer Industrial Drive to 221' southeast of the intersection with Meyer Industrial Drive

Staff recommends County Commission accept the conveyance of the Quitclaim Deed and authorize the Presiding Commissioner to sign the Acceptance of Conveyance document. We also recommend the County Commission formally accept the segments of Ponderosa Street and Tom Bass Road for Boone County Maintenance.



**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 01/11/2023

Date letter requesting acceptance received: N/A

Development Name: Relinquishment of Existing Roadway By MHTC

Roadway Name: Ponderosa Street (Existing MoDOT Roadway)
(If more than one roadway, fill out a separate form for each road.)

Sheet 1 of 2

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Asphalt

Roadway Width: 22'
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: 2'

Type of Material: Grass

Length of Roadway: 4,052'

ROW Width: Varies

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: Existing Ponderosa Street from 421' northwest of the intersection with Brock Rogers Road to 334' southeast of the intersection with Meyer Industrial Drive. (Lengths are measured along pavement centerline.)



Chief Engineer's Signature

1/17/2023

Date

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 01/11/2023

Date letter requesting acceptance received: N/A

Development Name: Relinquishment of Existing Roadway By MHTC

Roadway Name: Tom Bass Road (Existing MoDOT Roadway)
(If more than one roadway, fill out a separate form for each road.)

Sheet 2 of 2

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface: Asphalt

Roadway Width: 22'
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: 2' Type of Material: Grass

Length of Roadway: 1,478' ROW Width: Varies

Cul-de-sac Surface: N/A Radius: N/A

Sidewalks: Yes No

Curb & Gutter: None Rollback Barrier

Comments: Existing Tom Bass Road from 1,257' northwest of the intersection with Meyer Industrial Drive to 221' southeast of the intersection with Meyer Industrial Drive. (Lengths are measured along pavement centerline.)

Jell McEam
Chief Engineer's Signature

1/17/2023
Date



Recording Date/Time: 01/30/2023 at 12:44:09 PM

Book: 5712 Page: 187

Instr #: 2023001294
Pages: 8
Fee: \$45.00 S



Bob Nolte
Recorder of Deeds

CCO FORM: RW01
Approved: 06/93 (TLP)
Revised: 07/20 (BDG)
Modified:

COUNTY: Boone
ROUTE: 63 Outer Road
PROJECT: 249E, CO10-63(18)
FED. PROJECT: N/A
PARCEL: CD-0920
Ponderosa Street

QUITCLAIM DEED

THIS INDENTURE, made this 7 day of June, 2021 between the State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, (hereinafter, "Grantor") and the **COUNTY OF BOONE**, a political subdivision of the State of Missouri, 801 E. Walnut St., Rm 333, Columbia, MO 65201-7732 (hereinafter, "Grantee").

WITNESSETH: In consideration of the payment of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the Grantee two tracts of land, lying situated and being in the County of Boone, State of Missouri, and described as follows:

A tract of land situated in the Southeast Quarter of Section 33, Township 48 North, Range 12 West, and in the Northeast Quarter of Section 4 and the Northwest Quarter of Section 3, Township 47 North Range 12 West 5th P.M., and a tract of land situated in the West Half of Section 3, Township 47 North, Range 12 West, 5th P.M., in the County of Boone, State of Missouri, and more particularly described in Exhibit A.

This conveyance is made upon the express condition that Grantee, its successors and assigns, shall have no right of direct access from the land herein conveyed to Route 63, all such rights of direct access being reserved by Grantor.

Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the


current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first written above.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By 
Michael T. Waters, Jr., Chair

ATTEST:

By 
Secretary to the Commission
Pamela J Harlan

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI)
)
COUNTY OF Cole) ss

On this 7 day of June, 20 21, before me appeared Michael T. Waters, Jr. personally known to me, who being by me duly sworn, did say that he/she is the Chair (title) of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Michael T. Waters, Jr. acknowledged said instrument to be the free act and deed of said Commission.

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

Jennifer L. Jorgensen
Notary Public Jennifer L. Jorgensen

My Commission Expires: July 15, 2023



JENNIFER L. JORGENSEN
My Commission Expires
July 15, 2023
Cole County
Commission #15123378

ACCEPTANCE OF CONVEYANCE

The Quitclaim Deed attached above, made on June 7, 2021, by the State of Missouri, acting by and through the Missouri Highways and Transportation Commission (the "Grantor"), is hereby received and formally accepted by the County of Boone (the "Grantee" of the deed) on this 26th day of January, 2023.

This Acceptance is executed by the undersigned Presiding Commissioner of the Boone County Commission, who is authorized by the County of Boone to accept conveyances of easements and real property for the County of Boone.

**COUNTY OF BOONE
GRANTEE**

[Signature]
By: Kip Kendrick
Presiding Commissioner

ATTEST:

[Signature]
By: Brianna Lennon
County Clerk

ACKNOWLEDGMENT BY COUNTY OF BOONE

STATE OF MISSOURI)
COUNTY OF Boone) ss

On this 26th day of January, 2023, before me appeared **Kip Kendrick**, personally known to me, who being by me duly sworn, did say that he is the **Presiding Commissioner of the Boone County Commission** and that the foregoing instrument was signed and sealed on behalf of the County of Boone and that he acknowledged said instrument to be the free act and deed of the County of Boone and that it was executed for the consideration stated therein and no other.

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



[Signature]
Notary Public
My Commission Expires: 11.29.2024



Missouri Highways Transportation Commission

Legal Description

Exhibit A

County Boone	Route 63 OR	Project Number CD-0920	Date Prepared 4/12/2021	
Legal description contained on pages			6 - 8	of 8
Professional Land Surveyor				
Print Name Fredrick J. Wilde		MO PLS Number 2006016643		
Signature <i>Fredrick J. Wilde</i>		Date 5/20/2021		
		Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636		
				
Only the following legal descriptions contained in this "EXHIBIT A" are authenticated by this seal:				

A tract of land situated in the Southeast quarter of Section 33, Township 48 North, Range 12 West, and in the Northeast quarter of Section 4 and the Northwest Quarter of Section 3, Township 47 North Range 12 West 5th P.M., in the County of Boone, State of Missouri, more particularly described as follows:

Commencing at a 5/8 inch rebar with aluminum cap, hereinafter referred to as a monument, at the northwest corner of Lot 17, Gans Creek Subdivision Block 1, a subdivision recorded at Boone County Plat Book 12, Page 98; thence coincident with the westerly line of Tract 2 of a Survey recorded at Boone County Book 3946, Page 50, S 55 deg. 43 min. 14 sec. E a distance of 184.26 feet to a monument 185.09 feet right of Route 63 Median centerline station 293+00.00, said monument being the POINT OF BEGINNING of this description; thence coincident with the southerly line of said Tract 2, N 40 deg. 02 min. 41 sec. E a distance of 87.59 feet to a cotton picker spindle 97.50 feet right of Route 63 Median centerline station 293+00.00; thence coincident with the New Westerly Boundary line of Route 63 the following courses: S 49 deg. 07 min. 24 sec. E a distance of 1549.64 feet to a monument 120.00 feet right of Route 63 Median centerline P.C. Equation station 308+50.50 back = 308+49.48 ahead; thence S 47 deg. 48 min. 27 sec. E a distance of 608.11 feet to a monument 110.00 feet right of Route 63 Median centerline P.T. station 314+69.21; thence S 47 deg. 05 min. 20 sec. E a distance of 431.52 feet to a monument 85.00 feet right of Route 63 Median centerline station 319+00.00; thence S 41 deg. 41 min. 27 sec. E a distance of 1110.31 feet to a monument 140.00 feet right of Route 63 Median centerline station 330+00.00; thence S 55 deg. 12 min. 11 sec. E a distance of 339.92 feet to a steel marker on the Existing Westerly Boundary line of Route 63, 100.00 feet right of Route 63 Median Centerline Station 333+35.94; thence, departing the New Westerly Boundary Line, coincident with the Existing Westerly Boundary Line the following courses: S 41 deg. 29 min. 03 sec. W a distance of 140.00 feet to a steel marker 240.00 feet right of Route 63 Median Centerline Station 333+35.94; thence N 48 deg. 30 min. 57 sec. W a distance of 267.62 feet to a point 240.00 feet right of Route 63 Median Centerline P.T. Station 330+68.32; thence along a curve to the right, the radius being 5969.66 feet, the central angle being 00 deg. 41 min. 00 sec., the arc length being 71.19 feet, the chord being N 48 deg. 10 min. 27 sec. W a distance of 71.19 feet to a cut x in concrete 240.00 feet right of Route 63 Median centerline station 330+00.00; thence N 32 deg. 40 min. 51 sec. W a distance of 160.81 feet to a point 200.00 feet right of Route 63 Median centerline station 328+50.00; thence N 40 deg. 44 min. 07 sec. W a distance of 265.76 feet to a point 180.00 feet right of Route 63 Median centerline P.C. station 325+93.48; thence N 40 deg. 31 min. 18 sec. W a distance of 794.77 feet to a point 135.00 feet right of Route 63 Median centerline station 317+99.98, said point also being 30.00 feet right of Old Route 63 centerline station 243+00.53; thence N 48 deg. 32 min. 15 sec. W a distance of 1800.53 feet to a monument 30.00 feet right of Old Route 63 centerline station 225+00.00; thence S 41 deg. 27 min. 45 sec. W a distance of 5.00 feet to a monument 35.00 feet right of Old Route 63 centerline station 225+00.00; thence N 48 deg. 32 min. 15 sec. W a distance of 272.40 feet (centerline equation 223+69.8 back=223+97.40 ahead) to a cotton picker spindle 35.00 feet right of Old Route 63 centerline station 222+00.00; thence N 41 deg. 27 min. 45 sec. E a distance of 5.00 feet to a cotton picker

spindle 30.00 feet right of Old Route 63 centerline station 222+00.00; thence N 48 deg. 32 min. 15 sec. W a distance of 100.00 feet to a monument 30.00 feet right of Old Route 63 centerline station 221+00.00; thence S 41 deg. 27 min. 45 sec. W a distance of 5.00 feet to a monument 35.00 feet right of Old Route 63 centerline station 221+00.00; thence N 48 deg. 32 min. 15 sec. W a distance of 210.99 feet to a monument 35.00 feet right of Old Route 63 centerline station 218+89.01, said monument also being 149.32 feet right of Route 63 Median centerline station 294+00.00; thence S 40 deg. 02 min. 41 sec. W a distance of 25.68 feet to a monument 175.00 feet right of Route 63 Median centerline station 294+00.00; thence N 55 deg. 43 min. 01 sec. W a distance of 100.51 feet to the point of beginning, containing 5.94 acres, subject to all rights-of-way, easements, restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

Also, a tract of land situated in the west half of Section 3, Township 47 North, Range 12 West, 5th P.M., in the County of Boone, State of Missouri, more particularly described as follows:

Beginning at a steel right of way marker at the northwest corner of Lot 1 of the Simon Steel Subdivision, a subdivision recorded at Boone County Plat Book 33, page 12, said steel marker being on the existing westerly line of Route 63, said steel marker also being 150.00 feet right of Route 63 median centerline P.T. station 355+87.26, and also being the POINT OF BEGINNING of this description; thence departing said existing westerly line coincident with the new westerly line of Route 63 the following courses: N 58 deg. 53 min. 23 sec. E a distance of 45.00 feet to 5/8 inch rebar with aluminum cap, hereinafter referred to as a monument, 105.00 feet right of Route 63 median centerline P.T. station 355+87.26; thence N 33 deg. 09 min. 19 sec. W a distance of 402.98 feet to a monument 90.00 feet right of Route 63 median centerline station 351+70.00; thence N 42 deg. 53 min. 45 sec. W a distance of 164.56 feet to a monument 95.00 feet right of Route 63 median centerline station 350+00.00; thence N 46 deg. 43 min. 57 sec. W a distance of 273.32 feet to a monument 100.00 feet right of Route 63 median centerline P.C station 347+16.98; thence N 48 deg. 30 min. 57 sec. W a distance of 506.98 feet to a monument 100.00 feet right of Route 63 median centerline station 342+10.00; thence departing the new westerly line of Route 63 coincident with the existing westerly line of Route 63 the following courses: S 41 deg. 29 min. 03 sec. W a distance of 58.06 feet to a cotton picker spindle 158.06 feet right of Route 63 median centerline station 342+10.00; thence S 24 deg. 57 min. 57 sec. E a distance of 58.24 feet to a monument 181.33 feet right of Route 63 median centerline station 342+63.39; thence along a curve to the left, the radius being 240.00 feet, the central angle being 28 deg. 57 min. 21 sec., the arc length being 121.29 feet, the chord being S 39 deg. 35 min. 23 sec. E a distance of 120.00 feet to a point 199.95 feet right of Route 63 median centerline station 343+81.94; thence S 60 deg. 26 min. 56 sec. E a distance of 120.67 feet to a point 175.00 feet right of Route 63 median centerline station 345+00.00; thence S 48 deg. 30 min. 57 sec. E a distance of 216.98 feet to a point 175.00 feet right of Route 63 median centerline P.T. station 347+16.98; thence along a curve to the right, the radius being 2689.80 feet, the central angle being 17 deg. 24 min. 20 sec., the arc length being 817.12 feet, the chord being S 39 deg. 48 min. 47 sec. E a distance of 813.98 feet to a

steel right of way marker 175.00 feet right of Route 63 median centerline station 355+87.26; thence N 58 deg. 53 min. 23 sec. E a distance of 25.00 feet to the point of beginning, containing 2.39 acres, subject to all rights-of-way, easements, restrictions, reservations, government regulations or conditions, and utilities, whether of record or not.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2023

In the County Commission of said county, on the 26th day of January 20 23

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

Now on this day, the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Faye Nowell Trust for a Kennel on 3.65 acres at 5550 W. Gillespie Bridge Road, Columbia, MO.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Order of Approval.

Done this 26th day of January 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: Faye Nowell Trust

ADDRESS: 5550 W. Gillespie Bridge Road, Columbia, MO

LEGAL DESCRIPTION: A tract of land in Section 20, Township 48 North, Range 13 West, as described in Exhibit A of the Warranty Deed recorded in Book 4100, Page 74, of the Records of Boone County, MO.

TAX PARCEL: 16-419-20-00-004.00 01

ZONING: Agriculture, A-2

DATE APPROVED: December 27, 2022

CONDITIONAL USE: Kennel

CONDITIONS OF APPROVAL:

- 1) There be no more that fifteen (15) dogs at any one time on the property.
- 2) The permit is issued to Faye Nowell and shall be transferrable only to Robin Diebold after a real estate transaction.
- 3) Business hours be by appointment only seven days a week.
- 4) No breeding or selling of animals would ever occur.

VOID DATE: Void if not used for 12-month period.

EXPIRATION DATE: N/A

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. With the limitation on the number of animals, the establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The kennel has operated for over 20 years at this location due to operation within the conditions established by the previous Conditional Use Permit. Limiting change of ownership to a current employee will ensure continued compliance with operating conditions. Therefore, the conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. With the conditions placed on this permit, the uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions, shown below, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Resource Management and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above or is discontinued for a continuous period of 12-months. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated: 11/9/2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 2023

County of Boone

} ea.

In the County Commission of said county, on the 26th day of January 20 23

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

Now on this day, the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for 11681 S. Highway DD, LLC for a Riding School on 10-acres at 11681 S. Highway DD, Ashland, MO.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Order of Approval.

Done this 26th day of January 2023.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: 11681 S. Highway DD, LLC

ADDRESS: 11681 S. Highway DD, Ashland, MO 65010

LEGAL DESCRIPTION: A tract of land containing 10.00 acres as shown and described by the survey thereof recorded August 19, 1981 as Document No. 8383 in Book 487, Page 63, Records of Boone County, MO.

TAX PARCEL: 21-800-33-00-009.01 01

ZONING: Agriculture A-1

DATE APPROVED: November 29, 2022

CONDITIONAL USE: Riding School

CONDITIONS OF APPROVAL:

1. Hours of operation be limited to daylight hours as defined in the Boone County Zoning Ordinance, April through October, 6:00AM to 9:00PM, and November through March, 6:00AM to 7:00PM.
2. That the riding school be limited to no more than ten students.
3. That the construction of restroom facilities be completed within one year of approval of this conditional use permit.
4. Manure and other waste material shall be disposed of in an appropriate manner to create no impact to adjacent properties.
5. That it be understood that the permitted Equine Boarding Facility use utilized by this property is limited to no more than six animals other than those owned by the owner or leaseholder of the subject property.

VOID DATE: Void if not used for 12-month period.

EXPIRATION DATE: N/A

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. With the installation of the required restroom facilities and onsite wastewater system, the establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. With proper storage and disposal of horse manure, limited hours of operation, and limit on the number of students, the conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property, which is the subject matter of this permit, and
4. With installation of restroom facilities and an onsite wastewater system, all necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

As conditioned, this facility can be operated such that it will have no impact on the neighborhood, existing utilities, property values or road access.

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions, shown below, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Resource Management and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above or is discontinued for a continuous period of 12-months. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated: 1/19/2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2023

County of Boone

In the County Commission of said county, on the 26th day of January 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Kingdom City, Missouri Sign Shop Cooperative Agreement.

It is further ordered the Presiding Commissioner is authorized to sign said Agreement.

Done this 26th day of January 2023.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE
SIGN SHOP
COOPERATIVE AGREEMENT**

THIS AGREEMENT, dated this 17 day of January, 2023, is made and entered into by and between **Boone County, Missouri**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Village of Kingdom City**, a municipal corporation, herein "City".

WHEREAS, County has invested in machinery, equipment, and employee training to be able to produce quality street name signs; and

WHEREAS, City desires to procure signs from County's sign shop that are consistent in quality and appearance to the signage installed by County to identify street names and, where indicated, numbered coordinates for use by emergency responders and the public; and

WHEREAS, the use of high intensity, prismatic street name signs is intended to enhance public safety and convenience; and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220.

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 provide assistance to the various entities that have responsibility for street name signage within Boone County

2. **CITY AGREEMENTS.**

a. City will request the then-current pricing sheet from County's Road & Bridge Department when placing an order for street signs. These costs are based on the County's labor and material costs and will be presented in a form similar to the pricing sheet attached hereto and incorporated herein by reference.

b. If City desires to procure signs at the then-current pricing, City will submit its request in writing, either via email or hard copy, and containing the following information:

- i. An accurate spelling of the street name and, if applicable, the accurate coordinates to be included on the sign.
- ii. A specification of the sign height (length will be determined by information to be included on the sign).

- c. City will pick up the completed signs at the Boone County Road & Bridge building, 5551 S. Tom Bass Road, Columbia, Missouri 65201, or such other location as mutually agreed to by the parties, within ten (10) days of notification that the signs are complete and ready for pick up.
- d. City will pay the invoice presented in connection with the completed street signs within thirty (30) days of the date on said invoice.
- e. City may also purchase, if available, the necessary hardware and posts at the indicated prices.
- f. City will be responsible for installing the signs.

3. COUNTY AGREEMENTS.

- a. County agrees to produce signs in connection with accepted orders, as County maintenance priorities allow, in accordance with the then-current pricing. The County's sign shop will notify the City if they will be unable to complete the order within Twenty-One (21) days.
 - i. Any requests for large quantities of signs may have to be divided and spread out over a longer period of time.
 - ii. County may deny a request to produce signs if resources are not available to do so in a timely fashion, at County's sole discretion.
- b. The Boone County Road & Bridge Sign Shop will produce street name signs in standard sizes and formats as indicated on the pricing sheet and sign layout sheet, both of which are incorporated herein.

4. 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.

5. 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.

6. 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.

7. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year. Thereafter, this Agreement shall automatically renew for an additional, one-year term.
8. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
9. **NONAPPROPRIATION.** The activities of 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 any way 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 County Commission.
10. **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.
11. **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.
12. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
13. **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.
14. **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, MISSOURI

By:



Kip Kendrick, Presiding Commissioner

Date: 1.26.2023

ATTEST:



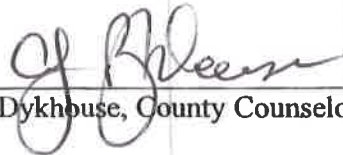
Brianna L. Lennon, County Clerk

ACKNOWLEDGED:



Kyle Rieman, County Auditor

APPROVED AS TO FORM:



CJ Dykhouse, County Counselor

VILLAGE OF KINGDOM CITY

By:



Donald Thompson
Chairperson

Date: 1-17-2023

ATTEST:

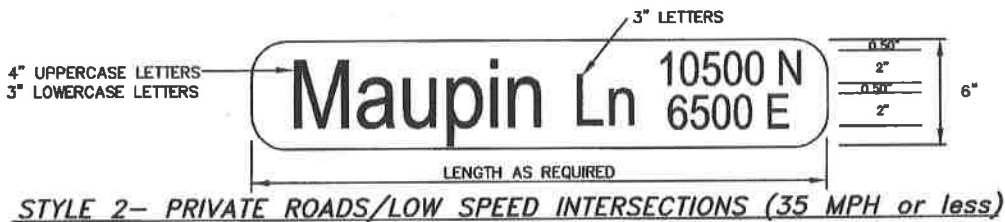
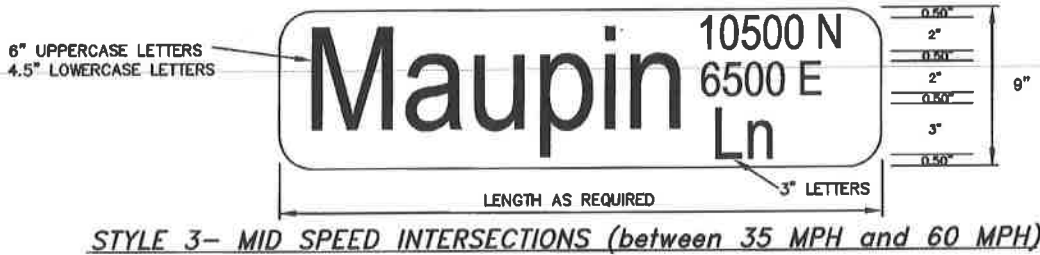
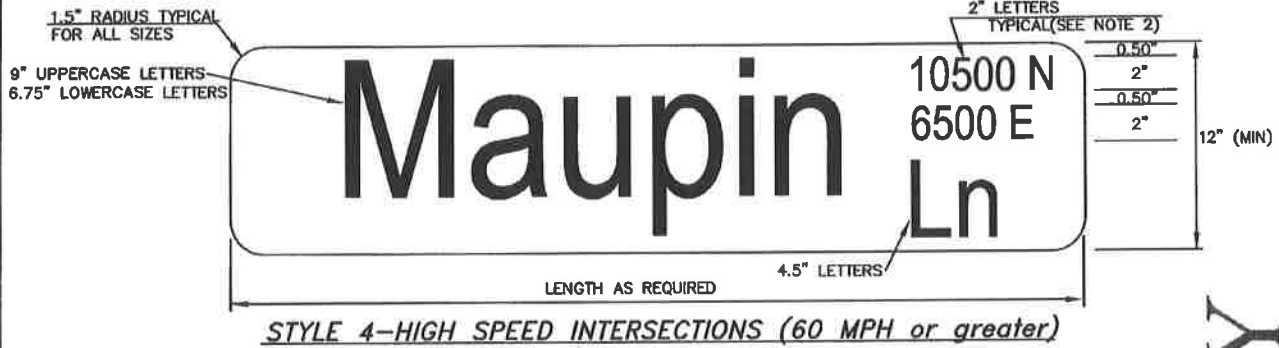


Layne Doypp
City Clerk

Sign Cost 2023

								OPTIONAL
SIZE	SF	2022	HIP 1.83	TAPE \$1.21 X SF PER SIDE	FILM \$1.52 X SF PER SIDE	PRODUCTI ON COST	2022 TOTAL SIGN COST	GRAFF
18 X 6, 0.080,	0.75	\$6.67	NA	\$0.91	\$1.14	\$22.00	\$30.72	
18 X 9, 0.080,	1.13	\$10.00	NA	\$1.37	\$1.72	\$22.00	\$35.09	
21 X 6, 0.080	0.88	\$7.77	NA	\$1.06	\$1.34	\$22.00	\$32.17	
24 X 6, 0.080	1	\$8.89	NA	\$1.21	\$1.52	\$22.00	\$33.62	
24 X 9, 0.080	1.5	\$13.34	NA	\$1.82	\$2.28	\$22.00	\$39.44	
27 X 6, 0.080	1.13	\$10.00	NA	\$1.37	\$1.72	\$22.00	\$35.09	
30 X 6, 0.080	1.25	\$11.10	NA	\$1.51	\$1.90	\$22.00	\$36.51	
30 X 9, 0.080	1.88	\$16.66	NA	\$2.27	\$2.86	\$22.00	\$43.79	
30 X 12, 0.080,	2.5	\$17.39	\$4.58	\$3.03	\$3.80	\$22.00	\$50.80	
33 X 6, 0.100	1.38	\$12.22	NA	\$1.67	\$2.09	\$22.00	\$37.98	
36 X 6, 0.100	1.5	\$14.02	NA	\$1.82	\$2.28	\$22.00	\$40.12	
36 X 9, 0.100	2.25	\$21.03	NA	\$2.73	\$3.42	\$22.00	\$49.18	
36 X 12, 0.100,	3	\$28.04	NA	\$3.63	\$4.56	\$22.00	\$58.23	
42 X 6, 0.100	1.75	\$16.35	NA	\$2.12	\$2.66	\$22.00	\$43.13	
42 X 9, 0.100	2.63	\$24.53	NA	\$3.18	\$4.00	\$22.00	\$53.71	
42 X 12, 0.100	3.5	\$32.71	NA	\$4.24	\$5.32	\$22.00	\$64.27	
48 X 6, 0.100	2	\$18.69	NA	\$2.42	\$3.04	\$22.00	\$46.15	
48 X 9, 0.100	3	\$28.04	NA	\$3.63	\$4.56	\$22.00	\$58.23	
48 X 12, 0.100	4	\$37.38	NA	\$4.84	\$6.08	\$22.00	\$70.30	
54x9, 0.100	3.38	\$31.54	NA	\$4.09	\$5.14	\$22.00	\$62.77	
54x12, 0.100	4.5	\$33.38	\$8.24	\$5.45	\$6.84	\$22.00	\$75.91	
60 x 12, 0.100	5	\$37.08	\$9.15	\$6.05	\$7.60	\$22.00	\$81.88	
5.5 INCH		\$4.83					\$4.83	
5.5 INCH		\$3.91					\$3.91	
12 INCH		\$12.47					\$12.47	
12 INCH		\$12.99					\$12.99	
8 FOOT		\$18.06					\$18.06	

PRELIMINARY



General Notes:

1. Coordinates shall be used for all County maintained roads, except for internal subdivision roads or roads of shared jurisdiction with municipalities.
2. Coordinates shall be located on the top, right hand corner of the street name sign and shall be 2" minimum in height.
3. At intersections with two different speed limits, the higher speed limit will prevail when determining sign style.
4. All lettering shall be Series 'B'. Lowercase letters shall generally be 75% the size of Uppercase letters.
5. Where possible, leave a 0.5" blank border around the outside of the sign.
6. For additional information see Section 2.8 of Boone County Traffic Safety Manual and Section 27.12.2 of the Boone County Zoning Regulations.

Approved _____ Date 07/07/10		STREET IDENTIFICATION SIGN LAYOUTS	540.00
Revisions			

43 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

January Session of the January Adjourned

Term. 2023

In the County Commission of said county, on the 26th day of January 20 23

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


Now on this day, the County Commission of the County of Boone, upon the recommendation of its design professional PW Architects, Inc., does hereby approve a change order in the amount of \$15,000.51 with the County's contractor, Curtiss-Manes-Schulte, Inc. in connection with the Road & Bridge Facility on Tom Bass Road. Commissioner Janet Thompson is authorized to sign said change order.


Done this 26th day of January 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

CHANGE ORDER

PROJECT:

New Vehicle Storage & Facility Improvements at
Boone County Road & Bridge Facility on Tom Bass
Road, Bid Number 38-09DEC21

CHANGE ORDER NUMBER: **03**

DATE OF ISSUANCE: 12/09/2022

CONTRACT DATE: 1/25/2022

OWNER:

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

PWA PROJECT NUMBER: 201907

TO CONTRACTOR:

Curtiss-Manes-Schulte, Inc.
1211 Business 54 South
Eldon, MO 65026

ARCHITECT:

PWArchitects, Inc.
2120 Forum Blvd., Ste. 101
Columbia, MO 65203

Change Order Number 03:

The Contract is changed as follows:

Change the scope of work as requested by the Road & Bridge Department to accommodate various changes per their request, to include the following:

- RFP #2, dated July 22, 2022 and including the revised drawings as follows:
 - Revised Architectural Sheets A-101, A-102, A-110, A-210, and A-211.
 - Revised Mechanical, Electrical, and Plumbing Sheets MEP2, M101, M102, EP101, EP102, EL101, EL102, E601, PS102, PW101, PW102, and PW102A.

This Change Order represents a maximum total amount that is authorized to complete the work indicated. Where any condition exists that will cause expenditure in excess of the cost authorized the Contractor will notify the Owner's Representative immediately for instructions.

The attached Proposal #4 Revision 1 from Curtiss-Manes-Schulte dated September 28, 2022 represents costs based on the scope identified on the above documents.

No additional Contract Time extension involving this Change will be issued.

The Road & Bridge Department requested various changes to this project for various reasons after bids for the project were received. These changes were either not known or not able to be anticipated at the time of receipt of bids. Please refer to the attached RFP #2 document for a complete list of the changes and the revised drawings accompanying the same document.

Generally the reasons for the changes may be summarized as follows:


- Changes either to spatial uses or functions within the Road & Bridge Department, which were not known prior to receipt of bids. This affects some of the reasons for the changes indicated below.
- Changes to equipment availability, costs, and installation which will be provided and installed by the Road & Bridge Department as part of this project. These were not known prior to receipt of bids. This includes but is not limited to the changes regarding the bridge crane and jib crane equipment.
- Changes in Department preferences regarding the sloping of new concrete slabs, new interior bollard mountings, and interior layouts for rooms Break #131, Sign Shop #132, Training #125, Storage #125A, and Corridor #105. These changes were not known prior to receipt of bids.
- Change in Department preference to omit finish replacement work in Open Office #104.

- Changes at the New Vehicle Storage Facility necessary to accommodate the requests of the Boone County IT Department for this project. These changes were not able to be anticipated prior to receipt of bids since project feedback from the IT Department was not able to be received in time to be addressed via Addendum during bidding.
- Change in Department preference to switch to aluminum compressed air piping in lieu of the black iron piping for same. This is anticipated to be the Department's preference for the foreseeable future.
- Other changes not specifically indicated above regarding related changes to other Architectural, Structural, and Mechanical, Electrical, and Plumbing systems, and necessary for the functioning and use of the buildings upon project completion.


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

The original Contract Sum was	\$ 4,079,829.00
Net change by previously authorized Change Orders	\$ 24,401.50
The Contract Sum prior to this Change Order was	\$ 4,104,230.50
The Contract Sum will be Increased/Decreased by this Change Order in the amount of	\$ 15,000.51
The new Contract Sum including this Change Order will be	\$ 4,119,231.01
The Original Contract Time for the project was	432 days
Contract Period for Construction is Increased/Decreased by	0 days
New Contract Period for New Building and Site	432 days
Contract Completion Date is	April 2, 2023

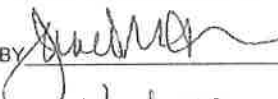
ARCHITECT
Architect's Agent
Erik Miller, AIA, CDT
Principal, PWArchitects, Inc.

BY 
DATE 12/12/2022

CONTRACTOR
Curtiss-Manes-Schulte, Inc.
Bob Brown
Director of Operations

BY 
DATE 12/12/2022

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

BY 
DATE 1/12/2023

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
Kyle Beman by 5 1/12/23
Auditor Date

OWNER'S REPRESENTATIVE
Boone County Road & Bridge
Greg Edington
Director

BY 
DATE 12/13/22

CURTISS

MANES

SCHULTE

INC.

General Contractor

PROPOSED CHANGE ORDER

DATE: 09/28/2022

No. 04

TO:

Boone County Commission

801 E. Walnut St., Rm 333

Columbia, MO 65201

ATTN: Greg Edington

PROJECT:

New Vehicle Storage & Facility Improvements At

Boone County Road & Bridge Facility

TITLE: PCO 04 - RFP 002

DESCRIPTION OF PROPOSAL:

For changes in scope per RFP 002.

Alternate aluminum compressed air piping in lieu of black iron per note #4 on PW102:

\$8,803.00

Item	Description	Quantity	Units	Units Price	Amount
01	Chillicothe Steel	1	LS		\$5,171.00
02	Imhoff Construction	1	LS		\$1,544.00
03	H&G Schultz Door	1	LS		\$5,425.00
04	SMC Electric	1	LS		\$1,161.06
05	Clearview Mechanical	1	LS		\$1,311.20
06	Summit Mechanical	1	LS		\$683.00
07	A to Z Laminating	1	LS		(\$1,244.00)
08	Wilbers Flooring	1	LS		(\$3,460.00)
09	Donaldson Excavation	1	LS		(\$230.00)
10	CMS Materials	1	LS		(\$4,442.75)
11	CMS Labor	1	LS		(\$275.00)
12	CMS Overhead & Profit	1	LS		\$554.00

TOTAL: \$6,197.51

CURTISS MANES SCHULTE INC.

P.O. Box 233

1211 Business 54 South

Eldon, Missouri 65026

Phone: 573-392-6553 Fax: 573-392-4527

Ryan Brady

Ryan Brady

CHILLICOTHE IRON & STEEL, INC.
Structural Steel Fabricators



(660) 646-2250
FAX (660) 646-6343

P.O. BOX 650 - MITCHELL ROAD
CHILLICOTHE, MO 64601

CURTISS MANES:

DATE: 6/16/2022 (revised-7/13/22)

**RE: NEW VEHICLE STORAGE
COLUMBIA, MISSOURI**

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATIONS:

ADD \$5,171.00 (MATERIAL ONLY) – 32 BOLLARDS

STEEL/PAINT ADD	\$8,773.71
HILTI ANCHORS ADD	\$3,502.94
STEEL DEDUCT	-\$5,198.51
GALVANIZING DEDUCT	<u>-\$1,907.00</u>
TOTAL ADD	\$5,171.00

**ADD TO CHANGE 32 BOLLARDS FROM PLAIN–GALVANIZED TO
32 BOLLARDS PRIMED-BOLTED**

**EXCLUSIONS: ERECTION, TAX, & ALL EXCLUSIONS AS PER OUR
ORIGINAL SCOPE**

This proposal shall become a contract after its acceptance by purchaser and after its approval, by an officer of seller in Chillicothe, MO.

Accepted this _____ day of _____,

Submitted by: _____

Buyer

Approved this _____ day of _____,
CHILLICOTHE IRON & STEEL, INC.

By: _____

Title

By: _____

Title

Imhoff Construction, Inc.

321 West Row Street
Jamestown, MO 65046
(660) 848-2695

Imhoff Construction Change Order Request Form

Complete and submit this form, along with all 2nd tier subcontractor break-downs, for any made for the below referenced project.

22-01 Boone County Facility Improvements

Project Name:

Imhoff Project #:

Job #2206

Reference Document:

Misc. Wall & Ceiling Changes

Request Description:

CE #006-RFP #2

MATERIAL AND EQUIPMENT

Quantity	Units	Description	Add/Deduct
56	sqft.	Delete wall partition "C" @ Breakroom #131	(\$310.00)
60	sqft.	New wall partition "A" @ Breakroom #131	\$264.00
280	sqft.	New wall partition "A" @ Storage #125A	\$1,232.00
100	sqft.	Delete work on ACT Ceiling Open Office #104	(\$150.00)
1,500	sqft.	Delete patching walls as required, Office #104	(\$250.00)

Note: Default sales tax rate @ 9.725%. Adjust rate per local requirements.

Note: Provide original material quote as back-up for any single line item exceeding \$1,000.00.

Total: \$0.00

Sales Tax:

Section Subtotal: \$986.00

MANPOWER

Position	Hours	Rate	Subtotal	Per Diem	Add/Deduct
Carpenter	-2 @	\$74.00	= -\$148.00	+	= -\$148.00
Taper	-16 @	\$72.00	= -\$1,152.00	+	= -\$1,152.00
Carpenter	16 @	\$74.00	= \$1,184.00	+	= \$1,184.00
Taper	8 @	\$72.00	= \$576.00	+	= \$576.00
	@		= \$0.00	+	= \$0.00

Note: Include Labor burden in Hourly Rate

Section Subtotal: \$460.00

2ND TIER SUBCONTRACTOR

Contractor Name	Description of Work	Add/Deduct

Note: Attach this C.O. Request Form filled out by Subcontractor

Section Subtotal: \$0.00

CERTIFICATION

Company:		Request Subtotal:	\$1,446.00
Signature:	<i>Walt Imhoff</i>	Overhead:	\$98.00
Name/Title:		Fee:	
Date:	8/11/22	REQUEST TOTAL:	\$1,544.00



Potential Contract Change Order

To: Curtiss-Manes-Schulte

Date: 9/13/2022

Project: BOCO Vehicle Storage

H&G Project #: 401537

H&G Change Order #: 07

Prepared By: Tim Meyerkord

Attn: Ryan

The following changes will result in our scope of work:

Description:

@ Opening 125C

1ea – 6070 5-3/4" jamb depth welded metal frame

2ea – 3070 flush plain sliced red oak wood doors

1ea – Hardware set #10 (less threshold/weatherstrip)

@ Opening #103B

1ea – 3070 8-1/4" jamb depth welded metal frame

1ea – 3070 flush metal door

3ea - Hinges

1ea – 9KZ battery storeroom function lock ****See cutsheet for product approval**

*****No other hardware specified nor included, please advise if hinges or other hardware is needed*****

Qualifications

1. No fire ratings
2. All doors to be flush – no life kits
3. The current estimated lead times are below as listed upon approval of this quote. It is the contractor's responsibility to determine if this lead time affects the construction schedule.
 - a. **Hollow Metal Frames: 13+ Weeks**
 - b. **Hollow Metal Doors: 13+ Weeks**
 - c. **Wood Doors: 24+ Weeks**
 - d. **Hardware: 13+ Weeks**
4. Due to the volatility of our manufacturers' supply chains, H&G/Schultz Door cannot guarantee that the estimated lead times we provide will be met. If any "quick ship" or "expedited" options are quoted and accepted, please be aware that we cannot guarantee an improved lead time. ALL LEAD TIMES ARE ESTIMATED.
5. Due to market volatility, the pricing supplied in this proposal may be subject to Vendor surcharges and price increases. Please contact your Project Manager for further details.
6. Due to potential supply chain limitations related to the COVID-19 pandemic, H&G/Schultz Door will not be liable for any back charges or liquidated damages associated with material delays or delivery on this project.

This Proposal is void if not accepted within 30 days.



H&G / SCHULTZ DOOR

11635 Lackland Road

St. Louis, Missouri

Ph: 314-432-8188

Potential Contract Change Order

Total Change Order Add: \$5,425.00 + applicable tax

Manufacturers' standard lead times apply upon receipt of approval unless otherwise noted.

Company Name: _____

Authorized Approval: _____

Date: _____

This Proposal is void if not accepted within 30 days.



1105 A MO Blvd.
 Jefferson City MO 65109
 Phone 573-680-1198
 Fax 573-635-4256

9/9/2022

RFP02

Curtis Manes Schulte
 New Vehicle Storage

RE: Request for Proposal, add receptacles and data rough in & credit for deleted crane/block heater power

QTY	ITEM DETAIL	UNIT PRICE	EXTENDED PRICE
MATERI- ALS			
6	1900 boxes with plaster rings	4.35	26.10
115'	3/4" EMT	1.28	147.20
35'	1" EMT	1.98	69.30
65'	12/2 MC cable	.56	36.40
570'	#12 THHN	.16	91.20
	Misc. Boxes receptacle/fit- tings/wirenuts		45.00
- 110'	3/4 EMT	1.28	- 140.80
- 350'	#6 THHN	.76	- 266.00
- 65'	2" PVC	2.34	- 152.10
- 475'	#12 THHN	.16	- 76.00
	credit Misc. fittings/boxes	45.00	-45.00
	credited 18 journeyman hrs		
LABOR			
4	Forman	74.92	299.68
14	journeyman	69.56	973.84
TOTAL MATE- RIAL	TOTAL LABOR	MARKUP	JOB TOTAL
-263.90	1,273.52	151.44	\$1,161.06

Should you desire or require any clarifications, please don't hesitate to contact me at stevemeyerelec@gmail.com or at the above contact points.



1105 A MO Blvd.
Jefferson City MO 65109
Phone 573-680-1198
Fax 573-635-4256

Respectfully,

Steven W Meyer
SMC Electric

Clearview Enterprises LLC

Date: 09/19/22

Mechanical Contractors

Washington, Missouri

Changeorder Request

Phone (573) 498-3341

Rev 1

001

TO:

Curtiss Manes Schulte Inc

Job Name / Location :

Boone County Facility Improvement
5551 South Tom Bass Road
Columbia MO

Change order request in response to RFP #002. Includes costs for adding UH-1 in Storage 103, a WH-1 in that space was eliminated but it has already been received and is not returnable and will be turned over to owner, breakdown is as follows:

Unit Heater	840.00
Unit Heater Labor (6 mh)	528.00
Wall Heater Labor (2 mh-credit)	< 176.00 >
Subtotal	\$ 1,192.00
10% OH&P	119.20
TOTAL	\$ 1,311.20

We Propose hereby to furnish material and labor -- complete in accordance with the above specifications, for the sum of: see above _____ dollars (see above)

Payment to be made as follows : As per mutually acceptable contract

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

Authorized

Signature:



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

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

Customer

Signature: _____

Date of Acceptance: _____



Daikin TMI, LLC.

715 Goddard Avenue, Chesterfield, MO 63005
(636) 532-1110 FAX (636) 532- 7318

PROPOSAL

Eddie

To: All Bidders	Date: 08/12/2022
	Addenda Rcvd: None
	Quote Revision: Original
Project: Boone County Vehicle UH-1 Add	Print Date: 8/12/22 10:36 AM



Horizontal/Vertical Fan Forced Unit Heaters:

1 - Markel UH Series Fan Forced Unit Heaters including:

- TAG: UH-1
- 5KW 208/1 Heavy gauge Welded Steel Cabinet
- Automatic Reset Thermal Limits, Individually Adjustable Louvers
- Factory Installed Options: Thermostat / Field Installed Options: Mounting Bracket

TOTAL NET PRICE\$840.00

Pricing is FOB Origin, Freight Allowed. Payment terms are NET 30 Days (subject to credit approval)

Best Regards,
Ron Hubbard
Daikin TMI, LLC.

TAXES AND/OR PERMITS ARE NOT INCLUDED UNLESS NOTED OTHERWISE
 ALL PROPOSALS ARE SUBJECT TO THE ACCEPTANCE. TERMS AND CONDITIONS IMPOSED BY THE INDIVIDUAL SELLER COMPANIES AS OFFEREEES HEREIN ABOVE
 ENUMERATED. SUCH TERMS AND CONDITIONS CAN BE DOWNLOADED [HERE](#) AND ARE ALSO ON FILE AT DAIKIN TMI, LLC. AND AVAILABLE AT REQUEST
 THE PURCHASER AND DAIKIN TMI, LLC. MUTUALLY AGREE THAT DAIKIN TMI, LLC. WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF
 WARRANTY OR ANY OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT (INCLUDING STRICT LIABILITY) OR OTHER THEORIES OF LAW WITH RESPECT TO A WORK
 ORDER, THE PRODUCTS OR SERVICES SUPPLIED THEREUNDER OR ANY ACTS OR OMISSIONS RELATING TO EITHER

**SUMMIT
MECHANICAL, INC.**
Plumbing, Fire Protection, HVAC

8/29/2022

From: **Keith Gibson** *keithg@summitmechanical.biz*
 To: **Ryan Brady** **CMS**
 Job: **Boone County Vehicle Storage** **Job# 1930**

Description

RFP2. Credit for labor of approximately 20ft of trench drain from north end of existing shop area. Section of trench drain is not returnable. Shorten length of oil lines. Add new water line to hydrant and hose reel provided by owner. Relocate SK1 to adjacent wall. Add air line to lift station.

Material

Qty	Description	Each	Total
-	Trench drain not returnable	\$ -	\$ -
1.0	Oil lines material credit	\$ (137.00)	\$ (137.00)
-	relocate SK1- No extra material	\$ -	\$ -
1.0	Domestic Water to HB and HR	\$ 393.60	\$ 393.60
1.0	Air material	\$ 166.20	\$ 166.20
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -

Labor

Qty	Description	Each	Total
8.0	Trench drain labor credit	\$ (85.07)	\$ (680.56)
2.0	Oil Line Labor credit	\$ (85.07)	\$ (170.14)
-	relocate SK1- No extra labor	\$ -	\$ -
6.0	Domestic Water to HB and HR	\$ 85.07	\$ 510.42
3.0	Air Labor	\$ 85.07	\$ 255.21
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -

Subcontractor

Qty	Description	Each	Total
1.0	Insulation	\$ 345.00	\$ 345.00
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -

Material	\$	422.80
Labor	\$	(85.07)
Subcontractor	\$	345.00
Tax	\$	-
Total	\$	683.00

*Additional working days required to perform work:
 All exclusions/conditions on original proposal apply to this change.*



#1 Quality Court : Wentzville, Mo. 63385
 Phone (636)332-9961 : Fax (636)332-9965

Customer Name: *Curtiss, Manes, Schulte*
 Job Name: *Vehicle Storage & Facility*
 Attn: *Ryan Brady*
 Primary #: 573-257-7870
 Secondary #: 573-392-6553
 Email: ryan@cms-qc.com

Quote #: **211204I-CO#1**
 Date: *8/2/2022*
 Job Address: 5551 South Tom Bass Rd
 Columbia, MO 65201
 Prints By: PW Architects
 Submitted By: Michael Imperiale 103
michaeli@atozlaminating.com

Base Bid

Item	Description:	Elevation:	Section:	
1	CREDIT: Break Room 131 Includes: Removing (4) PL* wall cabinets	Sheet 3	None provided	Sub-total: (\$902.00)
2	CREDIT: Sign Shop 132 Includes: Reducing PL* counter top by approximately 7' and removing (CT brackets)	Elev	None provided	Sub-total: (\$342.00)

NO OTHER WORK

***Due to the COVID-19 outbreak and recent material shortages we are temporarily enforcing these requirements;
 Project deposits must be paid for in advance before any materials are ordered, all orders must be taken in full once materials are purchased.
 All project lead times are 5-8 weeks from submittal approvals, no materials ordered until drawings are approved.

No additional deliveries necessary

If more deliveries are required by GC, they will be treated as a billable add.

Sub-total: (\$1,244.00)
 Tax: \$0.00
 Delivery: \$0.00
 Grand total: (\$1,244.00)

Monthly billings and project deposits will be required throughout the duration of the project.
PLEASE READ THE FOLLOWING CAREFULLY

Inclusions:	Exclusions:
Change order based upon RFP 002 received on 8/2/22	

Exclusions:	Exclusions:
Installation. All work not specifically mentioned in our description of work. All AWI certificates, FSC & LEED.	All fire rated materials. All rough blocking.

Please reference this quote number **211204I-CO#1** on all correspondence for this project.
 Quotes are valid for 30 days, we reserve the right to modify our price due if awarded after that time.

1. We are a material supplier not a subcontractor unless stone is being provided.
2. A 50% material deposit is required for all standard materials.
3. Solid Surface products such as Corian, Cambria, Silestone, Granite and buy out products such as cushions and metal will require 100% deposit.
4. Once we are awarded the project any materials ordered or drawings produced will be billable even in the event of cancellation.
5. It is the Buyers responsibility to review inclusions and exclusions noted on this proposal.
6. Terms inconsistent with those stated herein may not be accepted by seller.

NEW CUSTOMERS - Half down, balance before delivery - Payment accepted cash or checks.

Signature: _____
 Name _____
 Acceptance Date _____



Ryan Brady

From: David Wilbers <dlwilbers@hotmail.com>
Sent: Friday, September 9, 2022 12:10 PM
To: Ryan Brady
Subject: Boone County RFP-2

Ryan, Here is your pricing.

To delete flooring and base in room 104 per RFP-2. DEDUCT \$ 3,460.00

Let me know if any questions.

We got lucky as I already had this carpet ordered but it had not shipped yet.

Thanks

David Wilbers
David L Wilbers Floor Covering, Inc.
2921 East McCarty St. Ste A
Jefferson City, MO 65101
573-635-1464
Fax 573-635-6093

Ryan Brady

From: Scott Brooks <scott@donaldsonexcavatingllc.com>
Sent: Friday, April 15, 2022 10:54 AM
To: Ryan Brady
Subject: Re: Bo Co Facility Improvement - ASI 05

There will be a credit of \$230.00 for not digging of the 8 Bridge Crane pad footings.

Scott Brooks
Donaldson Excavating
573-581-2414 Office
573-473-6618 Mobile

scott@donaldsonexcavatingllc.com

On 4/14/2022 9:10 AM, Ryan Brady wrote:

Good morning Scott
Following up on this. Do we have an update? Thanks.

Ryan Brady

Curtiss-Manes-Schulte, Inc.
1211 Business 54 South | P.O. Box 233
Eldon, Missouri 65026
T: 573.392.6553 | F: 573.392.4527 | C: 573.257.7870

Quality Craftsmanship since 1959 – A Category of One Company



From: Ryan Brady
Sent: Monday, April 4, 2022 8:59 AM
To: Scott Brooks <scott@donaldsonexcavatingllc.com>
Subject: RE: Bo Co Facility Improvement - ASI 05

Good morning Scott
Following up on this. Do we have an update? Thanks.

Ryan Brady

Curtiss-Manes-Schulte, Inc.
1211 Business 54 South | P.O. Box 233
Eldon, Missouri 65026
T: 573.392.6553 | F: 573.392.4527 | C: 573.257.7870

Quality Craftsmanship since 1959 – A Category of One Company



From: Scott Brooks <scott@donaldsonexcavatingllc.com>
Sent: Wednesday, March 30, 2022 1:01 PM
To: Ryan Brady <ryan@cms-gc.com>
Subject: Re: Bo Co Facility Improvement - ASI 05

I will send that over soon to you.

Scott Brooks
Donaldson Excavating
573-581-2414 Office
573-473-6618 Mobile

scott@donaldsonexcavatingllc.com

On 3/30/2022 11:18 AM, Ryan Brady wrote:

Good morning Scott

I have attached ASI 05, deleting pad footings for the bridge crane in the existing building. Please provide a credit for your scope. Thank you.

Ryan Brady

Curtiss-Manes-Schulte, Inc.
1211 Business 54 South | P.O. Box 233
Eldon, Missouri 65026
T: 573.392.6553 | F: 573.392.4527 | C: 573.257.7870

Quality Craftsmanship since 1959 – A Category of One Company



**SUMMIT
MECHANICAL, INC.**
Plumbing, Fire Protection, HVAC

8/30/2022

From: **Keith Gibson** *keithg@summitmechanical.biz*
 To: **Ryan Brady** **CMS**
 Job: **Boone County Vehicle Storage** **Job# 1930**

Description

Change compressed air piping from sch 40 black to Applied Systems Technology aluminum pipe and fittings.

Material

Qty	Description	Each	Total
1.0	Aluminum pipe/fittings	\$ 12,145.20	\$ 12,145.20
1.0	Original sch 40 steel Pipe/fittings deduct	\$ (3,121.21)	\$ (3,121.21)
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -

Labor

Qty	Description	Each	Total
12.0	Labor hours deduct	\$ (85.07)	\$ (1,020.84)
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -

Subcontractor

Qty	Description	Each	Total
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -
-		\$ -	\$ -

Material	\$	9,023.99
Labor	\$	(1,020.84)
Subcontractor	\$	-
Tax	\$	-
Total	\$	8,003.00

*Additional working days required to perform work:
 All exclusions/conditions on original proposal apply to this change.*

44-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term. 2023

County of Boone

In the County Commission of said county, on the 26th day of January 20 23

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 Government Center Commission Chambers by Moms Demand Action for Gun Sense in America on February 22, 2023, from 6:30pm until 9:00pm.

The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon that 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.

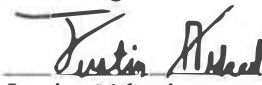
Done this 26th day of January 2023.

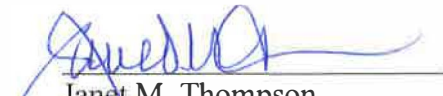
ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



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: Moms Demand Action for Gun Sense in America

Address: 305 Bingham Rd

City: _____ State: _____ ZIP Code 65203

Phone: 573-424-3858 Website: https://momsdemandaction.org/tag/missouri/

Individual Requesting Use: Carin Huffman Grinch Position in Organization: Co-Chapter Lead

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Member Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting for local members

Date(s) of Use: 2/22/23

Start Time of Setup: 6:30 pm AM/PM Start Time of Event: 7:00 pm

End Time of Event: 8:00 pm AM/PM End Time of Cleanup: 9:00 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: Carin Huffman Grinch, Co-Chapter Leader

Phone Number: 573-424-3858 Date of Application: 1/24/23

Email Address: grinchc@missouri.edu

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.

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

Brianna L. Lennon
County Clerk

[Signature]
County Commissioner

DATE: 1. 26. 2023