

104 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 27th day of February 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve items A, B, and C, and does receive and accept the plats, items D through H, as listed in the attached consent agenda (Attachment A), and authorizes the Clerk to insert the associated staff reports into the minutes of this meeting.

Attachment A:

- A. Final Development Plan for 40&J Development;
- B. Final Development Plan for Warren School Estates;
- C. Final Development Plan for Settlers Ridge Phase 7
- D. Rolling Oaks Subdivision Plat 3;
- E. Jay Dains Subdivision Plat 2;
- F. Zimny Point Plat No. 1;
- G. Crocker Plat 1;
- H. Hancox Plaza Plat 2


Done this 27th day of February 2024.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Jane M. Thompson
 District II Commissioner

Staff Report for County Commission
RE: P&Z Agenda Items
February 27, 2024

The Planning and Zoning Commission reviewed Agenda Item 1 at its February 15, 2024 meeting. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

1. Consent Agenda – Final Plans and Plats

Regarding Item 1, the Consent Agenda, the final plans, Items A, B, and C were approved by consent and are recommended for your approval. The plats, Items D through J were approved by consent and are presented for your receipt and acceptance. I ask that you waive the reading of the staff reports for these items and authorize the clerk to insert them into the meeting minutes.

A. Request by 40-J Development LLC to approve a Final Development Plan in the Planned Light-Industrial (M-LP) zoning district on 180.71 acres located at 2200 N Route J, Columbia.

The property is located at the immediate southeastern corner of the intersection of US Highway 40 and State Route J. The initial zoning of M-LP (planned industrial) went into effect in June of 2020. A revision to this plan was proposed and approved in 2021. The property is approximately 193-acres in size and is being developed as an industrial/office park campus. The area currently contains a large distribution center warehouse.

The current request is to revise the approved review plan to allow for the office building shown in phase 2 to potentially be modified from what is currently approved. The approved Final Plan indicates a 2-story office building of 69,000 square feet per floor for a total building of 138,000 square feet. The current proposal refines the development by adding flexibility to the plan to allow buildings to be built up to the maximum sizes shown and in multiple phases so long as the buildings are in the areas shown. Additionally, an option B has been proposed for the main office building that focuses on a smaller building and more compact parking and site circulation network. The location of the office building has not changed and the parking area around the proposed office has been altered to fit the new proposed footprint in this option.

In December 2023 the Planning and Zoning Commission recommended approval of an M-LP PID Revised Review Plan. The County Commission approved the Revised Review Plan on January 11, 2024 by Commission Order 18-2024. The Revised Review Plan was approved with the same conditions as the original Review Plan and are as follows:

Prior to Final Plan

Preliminary grading/landscaping plan to include buffering submitted prior to submission of the Final Plan that will include:

- Mixed evergreens with a minimum of three rows at triangulated 20-foot centers.
- 5-foot tall at time of planting.
- Disease-Resistant Long-Living species list/schedule appropriate to the site prepared by an Arborist/Landscape Architect.
- Planting schedule proposal to mix the species in a manner to promote the health of the proposed buffer.
- Replacement schedule for Diseased/Dead/ Dying planting replacement.
- Buffers in the three identified areas on the LANDSCAPE AND BUFFER EXHIBIT.
- The plan must be worked out to the satisfaction of the Director of Resource Management.
- An alternate Landscaping/Buffering Plan may be proposed that provides an appropriate level of buffering that meets or exceeds the standards above subject to the approval of The Director of Resource Management. The Director of Resource Management is the sole arbiter of whether or not any alternate plan meets or exceeds the standards.
- The intent of the Landscaping/Buffering Plan is to break up sight lines and mitigate impacts to the existing residential structures and not to screen the entire project from view off-site.

Phase 1

- Construct improved structural shoulder/improved radii at I-70 & Route J off-ramps as part of Phase 1 prior to an Occupancy Permit for the building.
- Lighting shall be shielded and oriented inward and downward as to minimize glare and light trespass.

Phase 2

- Improvements to the US Highway 40 - Route J intersection must be constructed prior to any building permits for any structures for Phase 2 building being issued. The improvements to this intersection are to include:
 - Eastbound Right-Turn Lane on Highway 40 at Route J.
 - Westbound Right-Turn Lane on Highway 40 at Route J.
 - Separate Westbound Left-Turn Lane on Highway 40 at Route J.
- The following improvements are required to be constructed when the corresponding access is created:
 - Separate Westbound Left-Turn Lane on Highway 40 at the Midway USA drive. {This is already shown on the plan}
 - Separate Eastbound Right-Turn Lane on Highway 40 at the Midway USA drive. {This is already shown on the plan}
 - Separate Northbound Right-Turn Lane on Route J at the Midway USA north drive. {This is already shown on the plan}
- If not already provided the access connections of Phase 2 must be provided when more than 600,000 square feet of building area for the entire property has been issued permits.
- Lighting shall be shielded and oriented inward and downward as to minimize glare and light trespass.

The Boone County Zoning Ordinance, Section 6.2.14, Standards for Approval of the Final Development Plan identify 3 criteria for approval and state that the Commission shall approve a Final Development Plan when it is satisfied that:

- All required information is accurately portrayed on the plan
- The Final Plan conforms to the approved review plan
- The Final Plan demonstrates compliance with all conditions, which the County Commission may have imposed on the Review Plan.

Staff has reviewed the plan. All required information is accurately portrayed, and the plan conforms to the revised review plan.

The conditions for approval of the Final Development Plan, imposed by the County Commission, have been complied with. Conditions for approval associated with Phase 1 and Phase 2 will be or have been enforced at the appropriate time.

Staff recommended Approval.

B. Request by Warren School Estates to approve a Final Development Plan in the pending Planned Agriculture (A-2P) zoning district on 10.23 acres located at 7900 S Warren School Road, Columbia.

The subject property is located on the east side of Warren School Rd approximately 3000-feet south of the intersection of Mount Celestial Rd and Warren School Rd. The overall property is 10.94-acres in size, and zoned Agriculture 1 (A-1). All the surrounding property is zoned as follows:

- North – Planned Agriculture 1 (A1-P)
- East – A-1
- South – A-1
- West – A-1

These are all original 1973 zonings with the exception of the A-1P property adjoining to the north which was rezoned in July of 1996. This A-1P allowed the creation of a 3-acre lot is for development of a home location but the overall 10-acres is still encumbered with the 7-acre lot having no development potential.

This proposal is to rezone the subject property to allow an increase in development density from the one home for which the property is currently eligible to three homes and allow for the property to be divided into three lots ranging from 2.5-acres to 4.5-acres. The topography as the property falls away to the east from the roadway is fairly severe, limiting the useable area of the proposed lots. The current tract has a couple of accessory buildings that are designated to be removed.

The rezoning request and review plan were approved on the November 9, 2023 County Commission agenda under Commission Order 515-2023 with the following conditions:

1. The plan shows two fire hydrant locations for installation of new hydrants, if the Fire District, the Water District and the Director of Resource Management agree the hydrant requirements can be met with a different hydrant plan, then the Final Plan may reflect such a change approved by all three entities.
2. It is recognized that engineered subsurface wastewater systems are proposed and will be the required system if on-site wastewater is used within this development.

The property scored 51 points on the rating system.

The Boone County Zoning Ordinance, Section 6.2.14, Standards for Approval of the Final Development Plan identify 3 criteria for approval:

- All the required information is accurately portrayed on the Plan
- The Final Plan conforms to the approved Review Plan
- The Final Plan demonstrates compliance with all conditions, which the County Commission may have imposed on the Final Plan

Staff review of the final plan shows that it meets these criteria for approval.

Staff recommended **approval** of the final plan.

C. Request by T-Vine Enterprises. to approve a Final Development Plan for Settlers Ridge Phase 7 in the pending Planned Moderate-Density (R-MP) zoning district on 1.08 acres located at 7901 N Glen Meadow Dr, Columbia.

The proposal covers an undeveloped portion of the Settlers Ridge site at the northeastern and northwestern corners of the intersection of State Routes B & HH, north of Columbia. The property is zoned A-2(Agriculture). The A-2 is original 1973 zoning. This final development plan creates seven lots for single-family homes on the north side of Glen Meadow Drive, bridging the gap between Glen Meadow and Steiner Glen Drive. This proposal confirms the approved Planned Residential-Moderate Density (R-MP) zoning area, identified on the December 2023 Review Plan, into the seven R-MP lots suitable for development.

The surrounding zoning is as follows:

North – Agriculture (A-2)

North-East – Planned Residential Two-Family (R-DP)

East – Residential Two-Family (R-D)

South – Residential Moderate-Density (R-M)

West – A-2

Since the initial review plan and preliminary plat were approved for this property in 2001, five revised review plans/preliminary plats, six final plats, one final development plan, and three straight rezoning requests have been approved on this property. The most recent review plan and preliminary plat were approved on the July 2022 agenda. A more detailed revised review plan and preliminary plat for this area was approved on the January 11, 2024 County Commission agenda under Commission Order 19-2024. This Final Development Plan confirms the design and rezoning of that proposal.

The property scored 71 points on the rating system.

The Boone County Zoning Ordinance, Section 6.2.14, Standards for Approval of the Final Development Plan identify 3 criteria for approval:

- All the required information is accurately portrayed on the Plan
- The Final Plan conforms to the approved Review Plan
- The Final Plan demonstrates compliance with all conditions, which the County Commission may have imposed on the Final Plan

Staff review of the final plan shows that it meets these criteria for approval.

Staff recommended **approval** of the final plan.

D. Rolling Oaks Subdivision Plat 3. A-2. S19-T50N-R13W. James B Rodgers, owner. Jay Gebhardt, surveyor.

The subject property is located off the east & north side of Alspaw Rd, approximately 1000 feet west of the intersection of State Route E & Alspaw Rd. The property is zoned Agriculture 2 (A-2) and is surrounded by A-2 zoning on all sides and these are all original 1973 zonings. The property is vacant. The proposed subdivision seeks to divide the 16.41-acre property into two lots.

The property has road frontage along W Alspaw Rd, a publicly maintained road. An existing driveway serves proposed Lot 302 and a neighboring property to the north. The applicants have not submitted a request for a waiver from the traffic study. However, the creation of a two-lot plat will have minimal impact on the existing transportation resources in the area. Granting a waiver to the traffic study is appropriate in this case.

The property is in Consolidated Water service area. Boone Electric provides power service. The Boone County Fire Protection District provides fire protection. The nearest station, Station 4, is approximately 2.7 miles away.

The applicant has submitted an onsite sewer plan with intended lagoon locations to serve future development. The applicants have not submitted a request for a waiver from the sewer cost benefit analysis. However, no public sewer facility is nearby to provide sanitary sewer service. The consolidation and elimination of lots is not likely to have a substantial impact in providing public sewer infrastructure. Waiver of the sewer cost benefit analysis is appropriate in this case.

The property scored 47 points on the rating system.

Staff recommended approval of the plat and granting of waivers.

E. Jay Dains Subdivision Plat 2. A-2. S23-T47N-R13W. Lon Hedglin & Janet Frink-Hedglin, owners. Kevin Schweikert, surveyor.

The subject property is located at the intersection of W Robin Ridge Road and State Route N. The property is zoned Agriculture 2 (A-2) and is surrounded by A-2 on all sides. An existing home and onsite wastewater system are present on the property. The proposed subdivision is to replat lots 17 and 18 of Jay Dains Subdivision into a single 3.09-acre lot. The concept of the replat of both existing lots was approved under County Commission order #554-2023.

An existing driveway off Route N serves the existing single-family dwelling. The applicants have submitted a request to waive the traffic study requirement. The replat of this property will not create any additional sources of traffic. Granting of a waiver to the traffic study requirement is appropriate in this case.

Consolidated Water provides water service in the area. Boone Electric provides power service. The Boone County Fire Protection District provides fire protection. The nearest station, station 8, is approximately 6 miles away.

The property is currently served by an onsite septic tank. The applicants have submitted an onsite sewer plan showing a proposed lagoon area. Soils data provided by a licensed soil scientist indicates that the soils on the property support the use of a lagoon. The applicants have not submitted a request for a waiver to the sewer cost benefit analysis. However, the replat of this property will merge two lots into one further lowering the number of potential public sewer connections. A waiver to the sewer cost benefit analysis is appropriate in this case.

The property scored 43 points on the point rating system.

Staff recommended approval of the plat and granting of waivers.

F. Zimny Point Plat No. 1. A-2. S25-T46N-R13W. Denise M Zimny Properties LLC, owner. David Butcher, surveyor.

The subject property is located off E Cedar Tree Lane, approximately 188 feet west of the intersection of Mackie Lane and E Cedar Tree Lane. The property is zoned Agriculture 2 (A-2)

and is surrounded by A-2 zoning on all sides. An existing home and wastewater lagoon are present on the property. The proposed subdivision seeks to divide the 10-acre property into two lots.

The property has road frontage along E Cedar Tree LN, a publicly maintained road. An existing driveway serves the single-family dwelling present on the property. The applicants have not submitted a request for a waiver from the traffic study. However, the creation of a two-lot plat will have minimal impact on the existing transportation resources in the area. Granting a waiver to the traffic study is appropriate in this case.

The property is in Consolidated Water service area. Boone Electric provides power service. The Southern Boone County Fire Protection District provides fire protection. The nearest station, station 17, is approximately 6.2 miles away.

The applicant has submitted an onsite sewer plan with intended lagoon locations to serve future development. A lagoon currently serves the existing home on the property. The applicants have not submitted a request for a waiver from the sewer cost benefit analysis. However, no public sewer facility is nearby to provide sanitary sewer service. The addition of another buildable lot is not likely to have a substantial impact in providing public sewer infrastructure. Waiver of the sewer cost benefit analysis is appropriate in this case.

The property scored 20 points on the rating system.

Staff recommended approval of the plat and granting of waivers.

G. Crocker Plat 1. R-S. S22-T51N-R11W. James D Crocker, Deanna K Crocker, Brian C Crocker, & Dawn R Crocker, owners. Kevin Schweikert, surveyor.

The subject property is located off the east side of State Route Z, approximately 1200 feet south of the intersection of State Route Z & Gano Chance Rd. The property is zoned Residential Single-Family (R-S) and the immediate vicinity surrounding the proposed plat is also zoned R-S with Agriculture 2 (A-2) a little further to the south as well as the southwest and southeast these are all original 1973 zonings. The property contains a home, small outbuilding and a propane tank. The proposed subdivision seeks to create a 0.22-acre property from the overall nominal 80-acre farm.

The property has road frontage along State Route Z, a publicly maintained road. The existing driveway that serves the home will not be on the platted property and will remain on the overall farm. Lots less than 5-acres can't use off-site private drives for their only access. In this case, MoDot has confirmed that they believe the proposed platted lot can meet the standards to obtain a driveway access permit within its frontage along Route Z. The applicants have requested a waiver from the required traffic study. The creation of a one-lot plat will have minimal impact on the existing transportation resources in the area. Granting a waiver to the traffic study is appropriate in this case.

The property is in Public Water 10 service area. Boone Electric provides power service. The Boone County Fire Protection District provides fire protection. The nearest station, Station 10, is approximately 3.2 miles away.

The applicant has indicated that the home is already connected to the central sewer system from the City of Centralia and we have a letter from the city verifying this is correct. A letter from the BCRSD allowing the City of Centralia to serve the property unless it is annexed is required. This is being sought.

The property scored 66 points on the rating system. Staff recommended approval of the plat and granting of the traffic waiver subject to the following condition:

1. A letter from the BCRSD allowing Centralia to serve the property with public central sewer without annexing the property into the municipal limits of Centralia is required and must be obtained before the plat can go to the County Commission for it to be received and accepted by the County Commission.

H. Hancox Plaza Plat 2. C-GP & A-2. S9-T49N-R12W. Nichols Properties LLC, owner. David Butcher, surveyor.

The subject property is at the intersection of State Routes B & Highway HH, just north of Columbia, near the Settlers Ridge development. This property is 6.98 acres in size and split-zoned Planned General Commercial (C-GP) and Agriculture (A-2). The C-GP was established in 1998 for the gas station/convenience store that is present at this time. The A-2 is original 1973 zoning. The surrounding zoning is as follows:

North – C-GP

East – Planned Residential 2-Family (R-DP) & A-2

South – A-2

West – A-2

The subject property has frontage on State Route B and on Highway HH. There is an existing access on to Highway HH east of the gas station/convenience store.

The subject property is in Public Water Supply District #4, the Boone Electric cooperative service area, and the Boone County Fire Protection District, with its nearest station, Station 16, approximately a mile and ½ to the east.

Wastewater treatment on this site is handled by a connection agreement with the City of Columbia.

The property scored 71 points on the rating system.

Staff recommended approval of the plat.

105-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 27th day of February 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the following 2024-2025 Missouri Department of Transportation Highway Safety and Traffic Division Grant Applications from the Boone County Sheriff s Office:

- HMV Enforcement
- Dedicated HMV Enforcement
- DWI Enforcement
- Dedicated Impaired Driving Enforcement

It is further ordered that the Boone County Presiding Commissioner is hereby authorized to sign each of the Grant Applications and the Boone County Commissioners are hereby authorized to sign the attached County Authorization forms for said Grant Applications.

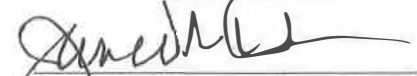
Done this 27th day of February 2024.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

COUNTY AUTHORIZATION

On February 27th, 2024 the County Commission of Boone
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.
It is further agreed the County Sheriff will investigate the possibilities of attaining
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local
government entity agrees to make a dedicated attempt to continue support for
this traffic safety effort.



County Commissioner



County Commissioner



Presiding Commissioner

106 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 27th day of February 20 24

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 K-9 Training Agreement between Boone County and the Pulaski County Sheriff Office.

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

Done this 27th day of February 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 27th day of February, 2024 is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Pulaski County Sheriff's Office (Agency):

WHEREAS, BCSO can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

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

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 19th day of February, 2024, and sessions will proceed consecutively, Monday –

Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$100.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Pulaski County Sheriff

By: 

Printed Name: Jimmy Bench

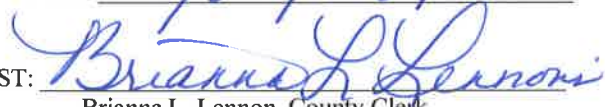
Dated: 12/19/2023

ATTEST: 

BOONE COUNTY, MISSOURI

By: 
Kip Kendrick, Presiding Commissioner

Dated: 2/27/2024

ATTEST: 
Brianna L. Lennon, County Clerk

APPROVED - BCSO: 
Dwayne Carey, Sheriff

APPROVED AS TO FORM: 
Dykhous, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

Kyle Rieman by JF
County Auditor

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date



Printed Name of Participant

Charles Humphrey

107-2024

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STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 27th day of February 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an ARPA Beneficiary agreement with Grade A Plus Incorporated for Expansion of Programming.

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

Done this 27th day of February 2024.

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 Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 2, 2024
RE: ARPA Funding Beneficiary: *C000738 – Expansion of Programming with Grade A Plus Incorporated*

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # *C000738 – Expansion of Programming with Grade A Plus Incorporated*. The ARPA funds will be used to support and expand academic support and enrichment programming and services, expand programming to include training for parents to serve as better advocates for their children at school and developing academic goals, and expand programming to include mental health and wellness services.

Contract award is for a not to exceed amount of \$100,000 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.

01/28/24

**RQST
DATE**

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

16147

VNDR #

Grade A Plus Incorporated

VENDOR NAME

C000738

BID #

Ship to Dept #:

Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
2983	84200	Expansion of Programming (ARPA Funding)	1	\$100,000.00	\$100,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					<u>100,000.00</u>

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.



Approving Official



Prepared By

Auditor Approval



AGREEMENT FOR ARPA BENEFICIARY FUNDING

Boone County Contract #C000738
Expansion of Programming

THIS AGREEMENT dated the 27th day of February, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Grade A Plus Incorporated (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, County desires to assist Agency with Assistance to Impacted Nonprofits; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed One Hundred Thousand Dollars (\$100,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

- a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:
 - i. Complete the work set out in the attached Scope of Work.
 - ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
 - iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
 - iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
 - v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
 - vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2024.
- b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
 - i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.

- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

9. **Discrimination.** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

10. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or

- b. If appropriations are not made available and budgeted as required by Missouri law.

12. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

14. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymmo.org
- b. Any written notice or communication to **Agency** shall be emailed to jd.threat@gradeaplusinc.org and/or mailed or delivered to: Grade A Plus Incorporated, PO Box 30843, Columbia, MO 65205.

[This space is intentionally blank. Signatures appear on following page.]

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

Agency: Grade A Plus Incorporated

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Janice Dawson-Threat
EFB9A94D8C1441F...

DocuSigned by:
Kip Kendrick
57400BED98434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...

DocuSigned by:
Brianna L Lennon
D267E242BFB948C...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle Pieman
EB91DB24AAAC48D...

2/8/2024

2983-84200 / \$100,000

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

February Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 27th day of February 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve an ARPA Funding Beneficiary Agreement with Columbia Chamber of Commerce for Talent Pipeline Management Program.

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

Done this 27th day of February 2024.

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

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: February 2, 2024
RE: ARPA Funding Beneficiary: *C000735 – Talent Pipeline Management Program* with Columbia Chamber of Commerce

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # *C000735 – Talent Pipeline Management Program* with Columbia Chamber of Commerce. The ARPA funds will be used to support the Talent Pipeline Management program in which workforce and business leaders can learn how to close the skill gaps present in the working population and increase employment rates. The funds will cover a portion of the salary and benefit requirements for the individuals responsible for the administration of the Talent Pipeline Management program.

Contract award is for a not to exceed amount of \$181,000 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.



AGREEMENT FOR ARPA BENEFICIARY FUNDING
Boone County Contract #C000735
Talent Pipeline Management Program

THIS AGREEMENT dated the 27th day of February, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Columbia Chamber of Commerce (herein "Agency")**, with an effective date of the County's execution of this Agreement.

WHEREAS, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

WHEREAS, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

WHEREAS, County desires to assist Agency with Assistance to Impacted Nonprofits; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed One Hundred Eighty-One Thousand Dollars (\$181,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

- a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:
 - i. Complete the work set out in the attached Scope of Work.
 - ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
 - iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
 - iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
 - v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
 - vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2024.
- b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
 - i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.

- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

9. **Discrimination.** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

10. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or

- b. If appropriations are not made available and budgeted as required by Missouri law.

12. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

14. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to boonecountyarpa@boonecountymo.org
- b. Any written notice or communication to **Agency** shall be emailed to mmccormick@columbiamochamber.com and/or mailed or delivered to: Columbia Chamber of Commerce, 300 S. Providence Rd, Columbia, MO 65203.

[This space is intentionally blank. Signatures appear on following page.]

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

Agency: Columbia Chamber of Commerce

Boone County, Missouri

By:

By: Boone County Commission

DocuSigned by:
Matt McCormick
2C4ECC81DEC43B...

DocuSigned by:
Kip Kendrick
874088ED98434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAE89074DD...

DocuSigned by:
Brianna L Lennon
D287E242BFB948C...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

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

DocuSigned by: <i>Kyle Reagan</i> 8C24BD84EE7A483...	2/15/2024	2983-84200 / \$181,000
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 27th day of February 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000749 using Cooperative Contract CC232399003 with Ed Morse Chevrolet North for the purchase of a 2020 Chevrolet Express used Cargo Van for Boone County Facilities Maintenance – Custodial Operations.

Done this 27th day of February 2024.

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

Boone County Purchasing

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



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: February 20, 2024
RE: Award C000749 from Co-op Contract CC232399003 – Used Vehicles
Qualified Vendors List – Award of 2020 Chevrolet Express 2500 Used
Cargo Van for the Boone County Facilities Maintenance Department

Purchasing requests approval for the award of contract C000749 from co-operative contract CC232399003 established by the State of Missouri as a cooperative contract for the purchase of used vehicles. In this case, the County requested quotes from all dealerships on the Qualified Vendors List. The tabulation is attached. Only the Ed Morse dealership submitted bids for used vans. The Purchasing Department has worked with Facilities Maintenance Department Director Johnny Mays in the review of the bids. The Facilities Maintenance Department has recommended awarding only the used Cargo Van to Ed Morse Chevrolet North of California, Missouri. This is a 2020 Chevrolet Express Cargo Van with approximately 78,627 miles that the Facilities Maintenance Department has designated for use for its custodial tasks.

The contract period will run February 22, 2024 through March 31, 2024.

Payment for the van will reference 6100 – Facilities Maintenance Building
Maintenance/91400 – Auto Trucks: \$30,095.00

/lp

c: Contract File

02/16/24

RQST
DATE

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

16663

Ed Morse Chevrolet North

CC232399003

VNDR #

VENDOR NAME

BID #

Ship to Dept #: 6100

Bill to Dept #: 6100

Dept	Account	Item Description	Qty	Unit Price	Amount
6100	91400	2020 Chevrolet Express 2500 Used Cargo Van	1	\$29,995.00	\$29,995.00
6100	91400	Delivery Fee	1	\$100.00	\$100.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					30,095.00

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.

Approving Official

[Signature]

Prepared By

[Initials]

Auditor Approval

QVL Vehicles Contracts - Bid for Facilities Maintenance		Second Quote Round - 2-13-24	
<i>Bidders:</i>		Ed Morse	Behlmann
Bid Tabulation: 2nd Quote Request Ended 5:00 P.M. 2/13/2024			
Line Item			
1	Van 1 -Used	\$ 29,995.00	\$ 62,095.00
2	Van 2 - Used	\$ 31,885.00	\$ 64,375.00
	Other Fees: Delivery	\$ 100.00	\$ 300.00
	Total Price Van 1	\$ 30,095.00	\$ 62,395.00
	Total Price Van 2	\$ 31,985.00	\$ 64,675.00
		Note - these are used vans	Note - these are new vans
		Both are Chevrolet 2500 HDs - Van 1 is a 2020 model and Van 2 is a 2023 model	Van 1 is a new 2023 RAM Promaster 3500 Low Roof Van 2 is a 2023 RAM Promaster 3500 High Roof

PURCHASE AGREEMENT
2020 CHEVROLET EXPRESS 2500 USED CARGO VAN
for the FACILITIES MAINTENANCE DEPARTMENT

THIS AGREEMENT, County Contract **C000749**, awarded from State of Missouri cooperative Contract **CC232399003** dated the 28th day of February 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **EMAG California CH LLC, d/b/a Ed Morse Chevrolet North**, herein "Vendor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for the **2020 Chevrolet Express 2500 Used Cargo Van**, State of Missouri cooperative contract **CC232399003** for **Used Motor Vehicles – Qualified Vendors List**, and Boone County's Standard Terms and Conditions, as well as the Contractor's QVL Quote response dated **February 13, 2024** executed by **Jeremy Johnson** on behalf of the Contractor, and e-mail clarification dated **February 14, 2024** from **Jeremy Johnson** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the quote response may be permanently maintained in the County Purchasing Office file for this agreement if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, State of Missouri cooperative contract **CC232399003**, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's quote response.

2. Purchase – The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one (1) 2020 Chevrolet Express 2500 Used Cargo Van

Used Cargo Van For Custodial – Vehicle 1, Quantity: 1

Line Item	Description	Firm Price
1	2020 Chevrolet Express 2500 Cargo Van VIN 1GCWGAFG5L11256854 6.0L V8 Two (2) sets of keys	\$29,995.00
	Delivery Price	\$100.00
	Total Final Price	\$30,095.00

3. Purchase Order – The County will issue a Purchase Order for any order placed from this contract.

4. Contract Period – The contract period shall run February 22, 2024 through March 31, 2024.

5. Delivery/Owner's Manual - Vendor agrees to deliver the vehicle under terms as set forth in the contract and coordinate with the County Facilities Maintenance Department. Delivery shall be to the Boone County Road & Bridge Department, Attn: Greg Edington or Robert Sapp, 5551 Tom Bass Rd., Columbia, MO 65201. Prior to delivery, the Vendor shall contact Jody Moore at 573-886-7221 to schedule the actual delivery date. The Owner's Manual for the vehicle shall accompany the vehicle upon delivery.

6. **Warranty** – Any remaining standard manufacturer warranties still running on the used cargo van shall be provided to the County.

7. **Title** – Specific instructions about titling the vehicle will be provided by the County at the time the Purchase Order is sent to the contractor. The contractor shall title each vehicle in the name of **Boone County Facilities Maintenance**. Each title shall be sent to this address: 5551 S. Tom Bass Road, Room 201, Columbia, MO 65201.

8. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department at the Boone County Annex Building, 613 E. Ash (Attention: Jody Moore), Columbia, Missouri, 65201. Billings may only include the prices listed in the accepted quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

9. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

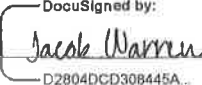
10. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**EMAG CALIFORNIA CH, LLC,
dba ED MORSE CHEVROLET NORTH**

BOONE COUNTY, MISSOURI

by  _____
D2804DCD308445A...

by: Boone County Commission

title GM _____

 _____
57400BED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

7D71DEAEB9D74DD...

County Counselor

ATTEST:

DocuSigned by:


D267E242BFB948C...

County Clerk

AUDITOR CERTIFICATION

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

6100/91400: \$30,095.00

DocuSigned by:

8E8FE1148A274E1... 2/16/2024

Signature

Date

Appropriation Account