228-2024

STATE OF MISSOURI

ea.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

9th

day of May

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 Contract Amendment Number One to Contract C000723 - The Shops at Sharp End with Central Missouri Community Action.

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

Done this 9th day of May 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

Boone County Purchasing

Melinda Bobbitt, CPPO Director of Purchasing



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

Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPB, CPPO

DATE:

December 15, 2023

RE:

Amendment #1: C000723 - The Shops at Sharps End with Central

Missouri Community Action

Contract C000723 – The Shops at Sharps End was approved by commission for award to Central Missouri Community Action (CMCA) on February 8, 2024, commission order 65-2024.

This amendment authorizes CMCA to charge a 14% indirect cost surcharge to their ARPA invoices pursuant to that agency's indirect cost rate agreement that is in place for all federal grants.

Invoices will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts. \$21,422,312 is budgeted for the ARPA contracts.

cc:

Contract File

Commission Order # _____



AGREEMENT FOR ARPA FUNDING

Boone County Contract #C000723
The Shops at Sharp End
Contract Amendment Number One

	Tent Number One
THIS AGREEMENT dated the	day of, 2024 is made
between Boone County, Missouri, a political sub	odivision of the State of Missouri, by and
through the Boone County Commission, herein "	'County" and the and the Central Missouri
Community Action (herein "Agency"), hereby ar	mends the Agreement approved in Commission
Order 65-2024 as follows:	
1. ADD that Agency may add a 14% indirect	cost rate in its invoices to County pursuant to
Agency's Nonprofit Rate Agreement for for for formula incorporated herein by reference.	ederal grants which is attached hereto and
·	er, all other terms, conditions, and provisions of
the original agreement shall remain in ful	
IN WITNESS WHEREOF the parties througe executed this agreement on the day and year first	gh their duly authorized representatives have st above written.
Agency: Central Missouri Community Action	Boone County, Missouri
By: DocuSigned by:	By: Boone County Commission
Darin Pris 30885489A7A9485	Docustioned by:
	Kip Kendrick, Presiding Commissioner
Approved as to Legal Form:	ATTEST:
DocuSigned by:	DocuSigned by:
G. Splaner	Brianna Llennon
7D71DEAEB9D74DD	D287E242BFB948C
CJ Dykhouse, County Counselor	Brianna L. Lennon, County Clerk
BOONE COUNTY AUDITOR CERTIFICATION: In accordance with RSMo. § balance exists and is available to satisfy the obligation(s) arising from this terms of this contract do not create a measurable county obligation at the	s contract. (Note: Certification of this contract is not required if the

Kyle Rienar

5/1/2024

2983-82400

Signature

Date

Appropriation Account

STATE OF MISSOURI

May Session of the April Adjourned

Term. 20 24

County of Boone

9th

day of May

24 20

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and Midwest Electronic Systems. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 9th day of May 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Presiding Commissioner

District I Commissioner

Janel M. Thompson

Stormwater Erosion and Sediment Control Security Agreement

Date: April 18, 2024

Developer/Owner Name: Nosic Family Trust

Address: 270 Northland Dr. Defiance, MO 63341

Development: Midwest Electronic Systems

Legal Description: Lot Two (2) of Simon Steel Subdivision, a minor subdivision located in Boone County, Missouri, as shown by the plat recorded in Plat Book 33, Page 12, records of Boone County, Missouri.

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

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

- 1. Background and Purpose of Agreement The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
- 2. **Description of Improvements** The Developer agrees to adhere to the Erosion and Sediment Control (ESC) Plans for Construction activities at Midwest Electronic Systems. The ESC was prepared by Simon & Struemph Engineering on January 1, 2024.
- 3. **Time for Completion** The Developer agrees to complete the land disturbance activities and stabilize the site as described in the ESC plans no later than the 1st day of February, 2026 and all such improvements shall pass County inspection as of this date.
- 4. **Security for Performance** To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$57,786.31, which County may use and apply for completion of the above described improvements in the event the Developer fails to complete the above described

improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- □ Cash deposit with County Treasurer
- 5. Use of Security The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to February 1, 2026, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Cash Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing Cash Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on February 1, 2026, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Cash Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
- 6. Additional Sums Due In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
- 7. **Remedies Cumulative** Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
- 8. **Authority of Representative Signatories** Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:
By: Y Seepo
Printed Name: Megan Sap
Title: Office Administrator
POONE COUNTY MICCOURT
BOONE COUNTY, MISSOURI:
Department of Resource Management
110
Bill Florea Director Resource Management
County Commission:
× 10 -
Kip Kendrick, Presiding Commissioner
a s
Attest:
Mianna & Langui
Brianna L. Lennon, Boone County Clerk
County Treasurer
1 Ceally
Jenna Redel, County Treasurer
Approved asyto form:
A Moses
C.J. Dykhouse, County Counselor

CASHIER'S CHECK

Central Bank

Operator ID: A023462

203 E. Walnut Columbia, MO 65201-4166

80-85/815

MIDWEST ELECTRONIC SYSTEMS INC Date April 18, 2024 Remitter **PAY To The** \$57,786.31 Order Of *** Boone County Stormwater Agreement *** **Dollars** Two Signatures required for over \$9,999.99

Fifty Seven Thousand Seven Hundred Eighty Six Dollars and 31/100

Notice to Customer: A Stop Payment Order cannot be placed on this check by a customer. If this check is Lost or Stolen, the Bank will require reasonable assurances before it is replaced or refunded, which could include a 90 day waiting period and/or the purchase of an Indemnity Bond to protect the Bank against loss.

Do not convert to ACH

#313465# #OB1500859#

000990

230 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ca.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

9th

day of May

20 24

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

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation memo and approve the installation of "Stop" signs on Reams Road at Rob Cook Road and Zaring Road at Rob Cook Road to replace the existing yield signs at those two locations.

Done this 9th day of May 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane M. Thompson

Jodi,

Please place this item on the May 7, 2024 agenda under Resource Management:

- 1. First Reading: Recommendation for Stop Sign placement on Reams Road at Rob Cook Road and Zaring Road at Rob Cook Road.
 - a. Draft Commission Order Language: Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation memo and approve the installation of "Stop" signs on Reams Road at Rob Cook Road and Zaring Road at Rob Cook Road to replace the existing yield signs at those two locations.

Thanks.

Jeff McCann Resource Management 886-4478



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:

May 1, 2024

TO:

Boone County Commission

FROM:

Jeff McCann, P.E., Chief Engineer, Boone County Resource Management

RE:

Recommendation for Stop Sign Installation

Reams Road at Rob Cook Road and Zaring Road at Rob Cook Road

Commissioners,

I conducted a site visit at the four-way intersection of Rob Cook Road, Reams Road, Zaring Road, and Durk Road based on a phone call from a concerned citizen. The intersection is located northeast of Columbia and is approximately 0.77 miles east of the Route Z and Route HH intersection. Rob Cook Road and Durk Road are oriented east-west and Reams Road and Zaring Road are oriented north-south as shown on the attached sketch.

The intersection is currently controlled by yield signs on the Reams Road approach leg and on the Zaring Road approach leg. The Rob Cook Road and Durk Road approach legs are uncontrolled. Average daily traffic (ADT) counts for Rob Cook Road, Reams Road, Zaring Road, and Durk Road are 296, 108, 86, and 83 respectively. All four roads are posted at a 35 MPH speed limit.

Site distance is limited at the northwest and southwest corners of the intersection due to trees on private property and a slight embankment. AASHTO design guidelines recommend a sight distance triangle with 140' minimum leg lengths for low volume intersections posted at 35 MPH. The sight distance leg lengths for Reams Road and Zaring Road are below the minimum.

I recommend replacing the existing yield signs (R1-2) on Reams Road and Zaring Road with stop signs (R1-1) based on the limited sight distance and current traffic volume.



STATE OF MISSOURI

} ca.

May Session of the April Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

9th

day of May

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 Budget Revision for Department 2704, Boone County Joint Communications, to cover the cost of the Iron Horse chairs for the Operations Room.

Done this 9th day of May 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

	5/1/24
EFFECTIVE	DATE

FOR AUDITORS USE

this year and subsequent years. (Use an attachment if necessary):	Dept	Account	Dept Name	Account Name	(Use whole \$ Transfer From Decrease	Transfer To Increase
ascribe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder this year and subsequent years. (Use an attachment if necessary):	2704	92300	BCJC Radio	Replacement Mach & Equip	15,593	
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,Y,e,a,r, <u>2024</u>	Original Appropriation	152,500.00
Dept, 2704 BOCO JOINT COMM RADIO OPS		2,745.00-
Acct 92300 REPLCMENT MACH & EQUIP	O,r,i,g,i,n,a,l, ,+, ,Re,v,i,s,i,o,n,s,	149,755.00
Fund 270 911/EM SALES TAX FUND	Expendi,t,u,r,e,s,	
	Encumbrances,	
Class/Account, A ACCOUNT	Actual, To Date	
Account, Type <u>E EXPENSE</u>	Remaining Balance	149,755.00
Normal, Balance <u>D</u> <u>DEBIT</u>	Shadow Balance	
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January	July	
February	August	
March	September	
April	October	
May	November	
June	December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget



Proposal for

Boone County Joint Communications

March 17th, 2024

Featuring: Iron Horse

Iron Horse 4100

\$2,864.26 /each

(1) Iron Horse 4100 in Black Leather, Deluxe Comfort Headrest, Deluxe Tilt Up Armrests, Heavy Duty Tilt Mech, Air Lumbar, 29" Black Aluminum Base, 60mm Hard Casters IH-4400.ACCGBA.3BL0

extended price x qty 1

\$2,864,26

Iron Horse 310R

\$2,910.32 /each

(1) Iron Horse 310R in Black Leather, Deluxe Comfort Headrest, 3D Armrests, Heavy Duty Tilt Mech, Air Lumbar, 29" Black Aluminum Base, 60mm Hard Casters

IH-340R.AMCGBA.3BL0

extended price x qty 2

\$5,820.64

Iron Horse 310S

\$3,178.58 /each

(1) Iron Horse 310S Seat Slider in Black Leather, Deluxe Comfort Headrest, 3D Armrests, Heavy Duty Tilt Mech, Air Lumbar, 29" Black Aluminum Base, 60mm Hard Casters IH-340S.AMCFBA.3BL0

extended price x qty 2

\$6,357.16

Shipping to zip code 65202:

\$550.00

(*Shipping with lift Gate Service)

Total

\$15,592.06

Terms:

100% due net 30 upon chairs shipping
Proposal valid for 60 days
Please submit purchase order to channer@evansonline.com
or the address below:

EVANS Consoles Corporation

EVANS Consoles Incorporated

1616 - 27 Avenue NE Calgary, Alberta CANADA T2E 8W4 1577 Spring Hill Road Suite 110 Vlenna, VA USA 22182 constitu web: info@evansonline.com www.evansonline.com

232-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ea.

May Session of the April Adjourned

Term. 20 2

County of Boone

In the County Commission of said county, on the

9th

day of May

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 Basic Training Agreement between Boone County and the City of O'Fallon, Missouri Police Department.

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

Done this 9th day of May 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

COOPERATIVE AGREEMENT FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the day of hay, 2024, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the O'Fallon Police Department (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.	Deantment
SO AGREED. AGENCY: D'Fallon Misseur Police	BOONE COUNTY MISSOURI
By:	By: Kip Kororick, Presiding Commissioner
Dated: December 1, 2023	Dated: 5/9/2024
ATTEST: Treut O'Mara	ATTEST: Suand Stanoni Brianna L. Lennon, County Clerk
ν	APPROVED - BCSO. Dwayne Carey, Sheriff
	APPROVED AS TO FORM: Dykhouse, Boone County Counselor
	ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES. Ryla Bieman by A. N. 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

Jonathan Everyell 12-1-2023

STATE OF MISSOURI

May Session of the April Adjourned

24 Term. 20

County of Boone

In the County Commission of said county, on the

9th

day of May

24 20

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation Honoring Melvin E. West on His 100th Birthday.

Done this 9th day of May 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Presiding Commissioner

Justin Aldred

District I Commissioner