

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

13th

day of

August

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 a request to hire above the Flexible Hiring Range for position number 955, Sheriff's Hiring Investigator, and does hereby authorize an appropriation of \$22.70 per hour for the salary of said position.

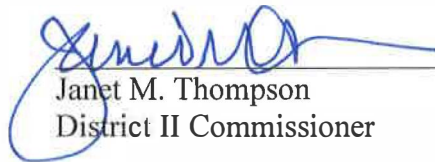
Done this 13th day of August 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

} ea.

August Session of the July Adjourned

Term. 20 24

In the County Commission of said county, on the 13th day of August 20 24

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

Now on this day, the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Missouri Soybean Association for an Agribusiness 98.36 acres at 5601 S. Rangeline Road.


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


Done this 13th day of August 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

CONDITIONAL USE PERMIT BOONE COUNTY, MISSOURI

PROPERTY OWNER: Missouri Soybean Association

ADDRESS: 5601 S Rangeline Road, Columbia

LEGAL DESCRIPTION: Tract 2 of the survey recorded in Book 2464 Page 79. E ½ of SW ¼ & NW ¼ of S6-T47N-R11W

TAX PARCEL: 22-100-06-00-004.00 01

ZONING: Agriculture 1

DATE APPROVED: June 4, 2024

CONDITIONAL USE: Agri-Business

CONDITIONS OF APPROVAL:

1. Prior to issuance of building permits for any new structures the following items shall be completed:
 - Shielding of the existing exterior lighting will be required to focus light inwards and downwards to prevent it from leaving the site.
 - The property owner shall obtain permits for the sign and modify, move, or remove the sign as required by the Building Code and Zoning Regulations. Lighting systems for the sign shall be Dark Sky-certified.
2. Farm implement sales & service will not be conducted on this property.
3. Construction will be limited to the structures shown on the application and further development of the property related to the agribusiness use will require revision of the conditional use permit.
4. The construction of the proposed structures will be done in full compliance with the applicable codes of Boone County and the Boone County Fire Protection District.
5. All exterior lighting shall be maintained in such a manner as to prevent light from leaving the site. Any new construction shall utilize Dark Sky-certified lighting systems.
6. Hours of operation shall be limited to Daytime Hours of Operation as specified in the Boone County Zoning Regulations: April through October 6:00 AM to 9:00 PM Central and November through March 6:00 AM to 7:00 PM Central. Cultivation of agricultural crops on the property will not be restricted by these hours of operation.
7. The driveway and parking areas south of the original Missouri Soybean building will be improved to a dust-free surface, minimum of chip-seal. The areas described are as shown in attached Exhibit A. Applicants will work with Staff to implement a timeline for completion.

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

EXPIRATION DATE: N/A

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

Additional Findings:

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

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

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions, shown below, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Resource Management and shall expire unless the use authorized hereunder is exercised within 24-months after the approval date shown above or is discontinued for a continuous period of 12-months. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Director, Boone County Resource Management Department

Dated:

8/3/24

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

1. Moving or removing the existing sign, the condition that lighting systems for the sign be Dark Sky-certified, and the requirement to provide dust-free drive and parking areas, as detailed in the attached EXHIBIT A, should address any concerns related to the public health, safety, comfort or general welfare. As conditioned, the establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. Shielding the existing exterior lighting to focus light inwards and downwards should address any concerns related to the use and enjoyment of other property in the vicinity. The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. If operated in compliance with Daytime Hours of Operation, as specified in the Boone County Zoning Regulations, the conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. Adequate infrastructure and utilities are available to serve this site. All necessary public facilities for use of the land subject to this permit are, or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.



T: 573.635.3819
734 S. Country Club Drive
Jefferson City, MO 65109

July 10, 2024

EXHIBIT A

Bill Florea
Director Resource Management
Boone County Missouri

RE: Missouri Soybean CUP Phasing Request

Dear Bill Florea and Staff,

Missouri Soybean Association is requesting a phasing approach to the site paving at our property located at our facility located at 5601 S Rangeline Road. We are a non-profit organization and have limited funds for projects on our property without planning/budgeting. We have been awarded a grant to construct a lean-to off our existing storage building located on our property. Along with this project it is our intent to correct some of the issues identified at our facility by Boone County. This includes relocation of a sign in the front yard. Since our organization establishes budgets on a yearly basis, we are unable to complete the required paving all at one time as Boone County has requested. We are asking the Director to approve the attached CUP Conditional Phase Plan for the site paving. We have reviewed our previous budgets and believe we should be to meet this deadline.

Schedule of Phase paving at Missouri Soybean site, please see included display.

1/1/2025 – Completion of paving driveway entrance south of building per Boone County standards. Installation of bollards and chain gates at overflow gravel parking. Completion of relocation of sign with new DarkSky lighting. Completion of Lean-to and gravel at existing storage building.

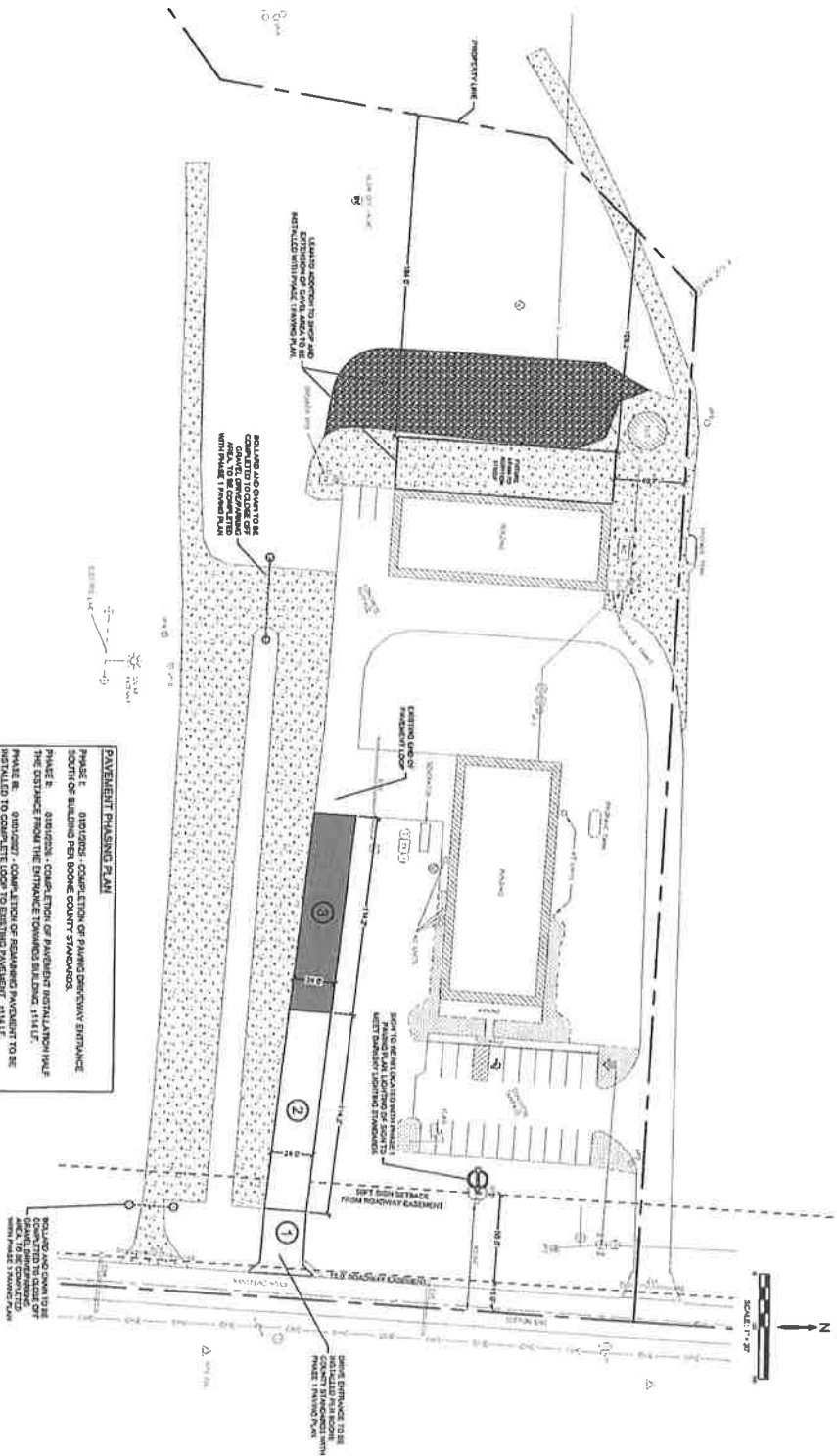
1/1/2026 – Completion of half the distance from the new entrance towards the building (approximately 115LF)

1/1/2027 – Completion of remaining pavement to be installed to complete the loop (approximately 115LF)

Thanks,

Kimberly A. Hill
Chief Financial Officer
Missouri Soybean Association (MSA)





- PAVEMENT PHASING PLAN**
- PHASE I** - GRABBERS - COMPLETION OF PAVING SERVICEWAY ENTRANCE SOUTH OF BUILDING PER BOONE COUNTY STANDARDS.
 - PHASE II** - GRABBERS - COMPLETION OF PAVING IN INSTALLATION HALF THE DISTANCE FROM THE ENTRANCE TOWARDS BUILDING. 114' L.F.
 - PHASE III** - GRABBERS - COMPLETION OF REMAINING PAVEMENT TO BE INSTALLED TO COMPLETE LOOP TO EXISTING PAVEMENT. 211' L.F.

MISSOURI SOYBEAN ASSOCIATION
5601 SOUTH RANGE LINE ROAD

DATE: 01/11/2024
DRAWN BY: TMA
CHECKED BY: TMA
DESIGNED BY: TMA
PROJECT: MISSOURI SOYBEAN ASSOCIATION
SHEET: 01 OF 01
CLIP



SS&E
CONSULTING ENGINEERS
2024 S. MAIN STREET
COLUMBIA, MISSOURI 65201
PHONE: 658-8888
FAX: 658-8889
WWW.SSE-ENGINEERS.COM

NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MISSOURI ENGINEERING BOARD'S REGULATIONS AND THE MISSOURI PROFESSIONAL ENGINEERING ACT.
2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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August Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

13th

day of

August

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 1720 to move funds from Class 9 to Class 8.


Done this 13th day of August 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, MISSOURI REQUEST FOR BUDGET REVISION

8/1/24

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1720	91400	GF RM Building Inspection	Auto/Trucks	13,795	
1720	83922	GF RM Building Inspection	OTO: to Special Revenue Fund		13,795
				<u>13,795</u>	<u>13,795</u>

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

RM is purchasing a vehicle from R&B instead of buying a new vehicle that was budgeted in class 9. Need to move budget from class 9 account to Class 8 OTO to special revenue fund

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):

Auditor's Office J
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments: RM - Move to class 8

[Signature]
Auditor's Office

Agenda

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 8/1/2024

Fixed Asset Tag Number: 22118

Description of Asset: GMC Canyon Pickup

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: Transfer to 1720

Other Information (Serial number, etc.): 1GTG6CEN1H1244183

Condition of Asset: Good

Reason for Disposition: Transferring to Building Codes 1720

Location of Asset and Desired Date for Removal to Storage: N/A

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2045

Signature 

RECEIVED

AUG 06 2024

BOONE COUNTY
AUDITOR

To be Completed by: AUDITOR

Original Acquisition Date 5/25/2017

G/L Account for Proceeds 2045-03835

Original Acquisition Amount \$32,834.60

Original Funding Source 2045

Account Group _____

\$3792.10 adj 8/1/24
\$14,229.98 Book Value for

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer

Department Name GF RM Building Inspection Number 1720

Location within Department Park Avenue Parking Lot

Individual Roy Kroeger

Trade

Auction

Sealed Bids

Other

Explain _____

Commission Order Number 383-2024

Date Approved 8/13/2024

Signature 

Trns N Tag 22118 Tagged Y Tag Replaced N To _____ From _____ Last Posted
Description 2017 GMC CANYON Adjustments in Process 6 2024
Acquired 5/25/2017 Acq Amt 32,834.60 Useful Life Months 120
Acct Grp 1605 VEHICLES 6,566.92
Category 15 PICKUP TRUCKS Res Val % 20
Location 2045 R&B RM ROAD INSPECTION Tag in Book N
Purch Dept 2045 R&B RM ROAD INSPECTION Book ID _____
Inventory Date _____ Inv Status _____
Site Loc Boone County Government Center
Site Detl Room 315 - Resource Management
Make GMC Model CANYON
Serial 1GTG6CEN1H1244183 Note SUMMIT WHITE
Invoice BG178014 Check 192962
Vendor 10663 LOU FUSZ MOTOR COMPANY
Bid# 3-161115TV
User _____

Calculated Fields	Book Value	
Dep St Dt		<u>7,663.06</u>
Adj Total	<u>18,604.62-</u>	Acm Dep Ytd <u>1,313.64</u>

Total Cost 32,834.60

F2=Key Scr F3=Exit

F11=Grant

F23=Bid F22=Hist F24=More

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STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 24

In the County Commission of said county, on the 13th day of August 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 2320 to cover Class 9 Election Equipment.

Done this 13th day of August 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, MISSOURI REQUEST FOR BUDGET REVISION

8/5/24

EFFECTIVE DATE

FOR AUDITORS USE


(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2320	23810	Election Equip Replcmnt Fund	Untagged Hardware and Software	25,500	
2320	92300	Election Equip Replcmnt Fund	Replcmnt Mach & Equip		25,500
				<u>25,500</u>	<u>25,500</u>

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

Cover class 9 for election equipment.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):

Aaron Neugarten 
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:


Auditor's Office

Agenda


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

Year, <u>2024</u>	Original Appropriation	_____
Dept, <u>2320 ELEC EQUIP REPLC FUND ACTIVITY</u>	Revisions	<u>100,000.00</u>
Acct, <u>23810 UNTAGGED HARDWARE AND SOFTWARE</u>	Original, +, Revisions	<u>100,000.00</u>
Fund, <u>232 ELECTION EQUIP REPLCMNT FUND</u>	Expenditures	_____
	Encumbrances	_____
Class/Account, <u>A ACCOUNT</u>	Actual To Date	_____
Account, Type, <u>E EXPENSE</u>	Remaining Balance	<u>100,000.00</u>
Normal Balance, <u>D DEBIT</u>	Shadow Balance	<u>100,000.00</u>

Expenditures, by Period

January _____	July _____
February _____	August _____
March _____	September _____
April _____	October _____
May _____	November _____
June _____	December _____

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County of Boone } ea.

August Session of the July Adjourned

Term. 20 24

In the County Commission of said county, on the 13th day of August 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 C000839 from cooperative contract CT241162004. NASPO Value point Computer Equipment, Peripherals, & Related Service for IBM Products from Huber & Associates, Inc. of Jefferson City, Missouri for the Boone County IT Department.

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

Done this 13th day of August 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: July 25, 2024
RE: Award C000839 from Co-op Contract CT241162004 NASPO Valuepoint Computer Equipment, Peripherals, & Related Service for IBM Equipment for the Boone County Information Technology Department

Purchasing requests approval of contract C000839 using the State of Missouri's Contract Ct241162004 which uses the NASPO Valuepoint contract for Computer Equipment, Peripherals, and Related Service for IBM products, contract CT241162004. The contract is being set-up for the Boone County IT Department.

The contract period runs August 01, 2024 through July 31, 2025 with three (3) one-year options for the County the renew the contract.

This is a Term & Supply contract. Payment will reference the following codes:

Department	Description	Object	Description	2025 Budget
1172	General Fund IT Hardware & Software	70050	Software Services Contract	\$ 22,000.00
2012	ASR IT Hardware & Software	70050	Software Services Contract	\$ 5,750.00
1176	General Fund IT GIS	70050	Software Services Contract	\$ 300.00
1172	General Fund IT Hardware & Software	60051	IT Equipment Service Contract	\$ 5,800.00
2012	ASR IT Hardware & Software	60051	IT Equipment Service Contract	\$ 2,000.00

/lp Contract File

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County of Boone } ea.

August Session of the July Adjourned

Term. 20 24

In the County Commission of said county, on the 13th day of August 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 C000846 (28-22JUL24) with Meyer Electric Company, Inc. for the purchase of Electrical Services.

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

Done this 13th day of August 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

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonecountymmo.org

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: July 24, 2024
RE: 28-22JUL24 – ELECTRICAL SERVICES – TERM & SUPPLY

Request for Bid 28-22JUL24 – Electrical Services opened on June 22, 2024.
The County received one (1) bid response from Meyer Electric Co., Inc.

The Road and Bridge Department and the Sheriff's Office recommend awarding Meyer Electric Co., Inc. The County contract number for this purchase is C000846.

Purchases from this Term & Supply contract will be paid by department 2040 – Road & Bridge Maintenance and department 6100 Facilities Management Building Maintenance, account 60100 – Building Repairs and Maintenance.

cc: Greg Edington/ Robert Sapp, Road & Bridge
Brian Leer, Sheriff's Office
Johnny Mays, Facilities Management

Bid File

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County of Boone

In the County Commission of said county, on the

13th

day of

August

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 Law Enforcement Services Agreement between Boone County and the University of Missouri.

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

Done this 13th day of August 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

AGREEMENT

THIS AGREEMENT is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its' Police Department at the University of Missouri-Columbia (hereafter "University") and THE COUNTY OF BOONE, by and through the BOONE COUNTY SHERIFF'S OFFICE (hereafter "County").

WITNESSETH:

WHEREAS, University is desirous of obtaining assistance in providing safety and security for the period from July 1, 2024 through June 30, 2025; and

WHEREAS, County has the personnel and expertise to assist University in its' efforts; and

WHEREAS, the parties deem it to their mutual benefit to set forth the terms of their agreement in writing; and

WHEREAS, both University's Police Department and County's Sheriff's Office have attained national accreditation and desire for this law enforcement services agreement to comply with CALEA standards, specifically Section 3.1.1;

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

1. TERM. County will provide appropriately trained personnel and assistance as mutually agreed, when requested, during the period from July 1, 2024 through June 30, 2025.
2. POLICE SERVICES TO BE PROVIDED. University will consult with County in planning, scheduling, and conducting the work to be performed pursuant to this agreement. University's representative for such purposes shall be Interim Chief Brian Weimer or his designee; County's representative shall be Sheriff Dwayne Carey or his designee.
3. COMPENSATION. University shall compensate County for services rendered pursuant to this agreement at the rate of \$75.00 per hour. County will invoice University of Missouri Police Department, 901 Virginia Avenue, Columbia, MO 65211, or designated location per event, for services rendered at the conclusion of each event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.
4. The parties mutually agree that:
 - a. OPERATIONAL PROCEDURES. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.

- b. STATUS OF EMPLOYEES / INDEPENDENT CONTRACTOR. County acts as an independent contractor for the purposes of this agreement and shall not act as an agent for the University. No individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever, including but not limited to Social Security, Employment Compensation, Workers Compensation, or other insurance, but shall retain their status as employees of County.
- c. OPERATIONAL CONTROL & MANAGEMENT OF PERSONNEL. University shall control and supervise the operation of services pursuant to this agreement insofar as their presence affects the operations of the University but administrative control of County personnel shall be maintained by the County Sheriff.
- d. RECORDS. Each party shall maintain records relating to the payments made under this agreement for a period of three (3) years.
- e. AMENDMENT. This agreement can be amended at any time upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the dates below their respective signatures.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By:

Casey E Forbis
Signature

Business Services Consultant-Lead
Title

BOONE COUNTY, MISSOURI

By:

Kip Kendrick
Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L Lennon
Brianna L. Lennon, County Clerk

APPROVED – BCSO:

Dwayne Carey
Dwayne Carey, Sheriff

Acknowledged for Budgeting Purposes:

Kyle Rieman by A.N. @
Kyle Rieman, Auditor

Approved as to Legal Form:

C.J. Dykhouse
C.J. Dykhouse, Boone County Counselor

REVIEWED
By Casey Forbis at 3:24 pm, Jul 29, 2024

REVIEWED
By R. Wilson at 4:04 pm, Jul 29, 2024



Approved as to Legal Form
Jul 29 2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

13th

day of

August

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 Collaboration Agreement between Boone County, by and through the Boone County Sheriff's Office, and the Curators of the University of Missouri (MU) for the operation of MU Extension's Law Enforcement Training Institute (LETI).

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


Done this 13th day of August 2024.

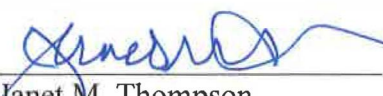
ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commjssioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

COLLABORATION AGREEMENT

THIS AGREEMENT effective on the 24th day of June, 2024, is entered into by and between The Curators of the University of Missouri, on behalf of University of Missouri Extension ("MU Extension" or "University"), and Boone County, Missouri, by and through the Boone County Sheriff's Department ("BCSO" or "Boone County"). Each Party may be referred to individually as the "Party", or collectively, the "Parties".

1. Purpose of Agreement

The purpose of this agreement between MU Extension and BCSO outlines the understanding between the Parties regarding BCSO providing personnel support to MU Extension's Law Enforcement Training Institute (LETI). The goal is for the Parties to partner in providing high-quality law enforcement training education.

2. BCSO staff / Courtesy Appointment

Staff provided by BCSO are and will remain employees of Boone County, Missouri and will follow Boone County, Missouri employment policies. BCSO staff will be provided a courtesy appointment with the University of Missouri creating a non-compensated affiliation between a non-employee and the University.

3. LETI Advisory Board

The LETI advisory board will meet after each academy class with representation from local law enforcement agencies and will inform and advise leadership on academy instruction and curriculum. LETI is a state licensed training center under the Missouri Department of Public Safety Peace Officer Standards and Training (POST) program.

4. Leadership/Monitoring.

This agreement will be monitored annually no later than July 1st of the respective term year by the MU Extension Vice Chancellor and the Boone County Sheriff.

5. Affiliations:

Positions under this agreement are expected to use both MU Extension and BCSO affiliations to identify themselves professionally whenever such affiliations are used and appropriate.

6. BCSO agrees to -

- a. Provide leadership to LETI using experience, expertise, and in consultation with MU Extension leadership.
- b. Provide direct supervision of LETI personnel in accordance with University policies and procedures. Employment decisions involving MU employees will be made in collaboration with the MU Extension Associate Vice Chancellor.
- c. Partner with Associate Vice Chancellor for Extension & Engagement on potential areas of concern or need involving LETI employees, curriculum, and work with other program stakeholders.
- d. Maintain confidentiality on all personnel matters involving University

employees. Should a complaint be received involving an MU employee, the matter will be forwarded to the appropriate MU Extension HR representative and leadership to address.

7. MU Extension agrees to -

- a. Acknowledge Boone County as a collaborator and partner of LETI.
- b. Provide office space for the interim director and instructor positions in the LETI space at 2800 Maguire Blvd.
- c. Provide laptop computers, internet access, and required software.
- d. Provide training and technical support as necessary.

8. Indemnification. To the extent permitted by Missouri law and without waiving any defenses, including but not limited to sovereign immunity or any other applicable immunity, each Party agrees to indemnify and hold harmless the other Party, and their officials and employees from and against any and all claims, demands, actions, suits and proceedings by others, against all liability to others, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment, or any loss, cost, expense and damages, resulting from unauthorized use, or out of, or involving any negligence on the part of MU Extension or BCSO personnel or contractors in the exercise or use of this agreement.

9. Liability. Each Party shall be responsible for all claims, damages, and losses sustained by its own personnel. Neither Party shall be liable to the other for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively handle any policy problem arising out of any assistance provided hereunder. Each Party's employees or agents shall be subject to all provisions of law, and retain the same status as an employee or agent, as if those employees or agents were providing services within each Party's own jurisdiction.

10. Insurance.

- a. County will maintain general liability coverage and automobile liability coverage through a policy of insurance procured from the Missouri Public Entity Risk Management Fund (MOPERM) created in RSMo Secs. 537.700-537.755. Evidence of coverage will be made available upon request.
- b. County will maintain Workers' Compensation insurance through the Missouri Association of Counties Workers' Compensation Trust. Evidence of coverage will be made available upon request.
- c. The Curators of the University of Missouri has a self-funded program for its auto and general liability losses. The self-funded program is used to provide coverage for exposures and claims arising from the negligence of the University, its officers, agents and employees. The auto and general liability program has a limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Reserves for the program are determined annually through actuarial study. The program is "occurrence" based, versus "claims-made".
- d. The Curators of the University of Missouri has a self-funded program for its auto and general liability losses. The self-funded program is used to provide coverage for exposures and claims arising from the negligence of the University, its officers,

agents and employees. The auto and general liability program has a limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Reserves for the program are determined annually through actuarial study. The program is "occurrence" based, versus "claims-made."

- e. The Curators of the University of Missouri are an approved Missouri self-insurer for Workers' Compensation coverage. All employees, including some student employees, part-time employees and some volunteers are covered by Workers' Compensation. A specific fund is maintained, based on actuarial determination, to cover obligations arising from the Workers' Compensation Exposure.
- f. The University is required to maintain coverages as stated and notify the Party of a carrier change. Evidence of coverage will be provided upon request.

9. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement and all matters arising out of or relating to the entering into, interpretation and enforcement of this Agreement and the services provided hereunder, whether sounding in contract, tort, or statute, shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any conflict of laws principles. Any proceeding to enforce or declare rights under this Agreement shall be brought in the Circuit Court of Boone County, Missouri. The Parties irrevocably submit to the exclusive jurisdiction of such court and waive the defense of inconvenient forum as to any action or proceeding in such venue. The Parties further waive the right to trial by jury for any claims relating to the entering into, interpretation and enforcement of this Agreement and the services provided hereunder, whether sounding in contract, tort, or statute.

10. TERM AND TERMINATION. The term of this Agreement shall be effective as of June 24, 2024 and run through June 30, 2025 and may be renewed by written consent of the parties for another one-year term. Either Party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least ninety (90) days in advance of the intended termination date.

11. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other Party.

12. SOLE BENEFIT OF PARTIES. This Agreement is for the sole benefit of BCSO and MU Extension. Nothing in this Agreement is intended to confer any rights or remedies on any third party.

13. RELATIONSHIP OF PARTIES. Nothing herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the Parties hereto.

14. 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 BCSO and MU Extension and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

15. 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.

16. COUNTERPARTS AND SIGNATURES. This agreement may be signed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically submitted signatures, on this Agreement or any notice delivered pursuant to this Agreement shall be deemed to have the same legal effect as original ink signatures on this Agreement.

17. NOTICES. Notices under this Agreement shall be given in writing, addressed as follows:

- g. To BCSO: Dwayne Carey, Boone County Sheriff, 2121 County Drive, Columbia, Missouri 65201, dcarey@boonecountymmo.org.
- h. To MU Extension: Sarah Traub, Interim Associate Vice-Chancellor, 108 Whitten Hall, 506 Hitt Street, Columbia, MO 65211, traubs@missouri.edu.

18. 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.


19. 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.

**THE CURATORS OF THE
UNIVERSITY OF MISSOURI**

By: 

Casey E. Forbis
Business Services Consultant- Lead

BOONE COUNTY, MISSOURI

By: 

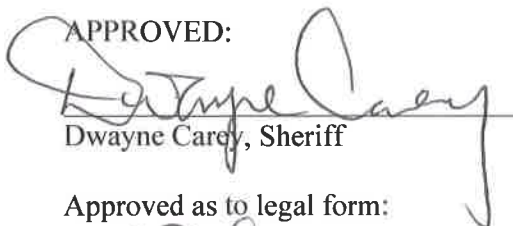
Kip Kendrick, Presiding Commissioner

ATTEST:



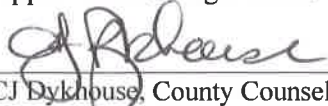
Brianna L. Lennon, County Clerk

APPROVED:



Dwayne Carey, Sheriff

Approved as to legal form:



CJ Dykhouse, County Counselor

REVIEWED
By Casey Forbis at 3:24 pm, Jul 12, 2024

REVIEWED
By M. Wilson at 4:28 pm, Jul 12, 2024

APPROVED AS TO LEGAL FORM (UM OGC)

By Mark Van Zandt - Office of General Counsel at 5:14 pm, Jul 12, 2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

13th

day of

August

20 24

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

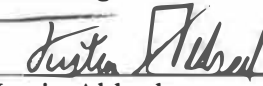
Now on this day, the County Commission of the County of Boone does hereby approve an Order authorizing the issuance of the bond, a Purchase Agreement, an Escrow Trust Agreement, a General Obligation Bond Certificate, the County's Closing Certificate, and other documentation necessary to effectuate the issuance of the GO bonds in connection with the Bolli Road Sewer Neighborhood Improvement District (NID) in cooperation with the Boone County Regional Sewer District (BCRSD). The Presiding Commissioner is authorized to execute these documents and other documents reasonably necessary and recommended by bond counsel to effectuate this transaction.

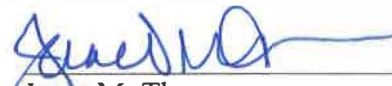
Done this 13th day of August 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

PASSED by the County Commission of Boone County, Missouri this 13th day of August, 2024.

(SEAL)



Presiding Commissioner



Commissioner, District I



Commissioner, District II

ATTEST:



County Clerk

BOONE COUNTY, MISSOURI



Presiding Commissioner

(SEAL)

ATTEST:



County Clerk

Taxpayer Identification No.: 43-6000349

BOONE COUNTY, MISSOURI



Presiding Commissioner

(SEAL)

ATTEST:



County Clerk

IN WITNESS WHEREOF, the County has caused this Certificate to be signed by its duly authorized officers or signatories as of the day and year first above written.

Signature

Official Title



Presiding Commissioner

(SEAL)



County Clerk

The proceedings relating to the issuance of the Bond have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the contract under which the Bond were ordered to be issued have been complied with.

This Bond will not be valid or be entitled to any security or benefit under the Order until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bond have existed, happened and been performed in due time, form and manner as required by law; that a direct annual tax upon all taxable tangible property situated in the County has been levied for the purpose of paying the principal and interest on the Bond when due; and that the total indebtedness of the County, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, BOONE COUNTY, MISSOURI, has executed this Bond by causing it to be signed by the manual signature of its Presiding Commissioner and attested by the manual signature of its County Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

BOONE COUNTY, MISSOURI

ATTEST:



County Clerk

By  _____
Presiding Commissioner

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the within-mentioned Order.

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____
Authorized Signatory

EXCERPT OF MINUTES OF MEETING

The County Commission of Boone County, Missouri, met at 9:30 A.m. on August 13, 2024, in the Boone County Commission Chambers at the Roger B. Wilson Boone County Government Center, 801 East Walnut, in Columbia, Missouri. The following officers were present or absent as indicated:

<u>Name</u>	<u>Office</u>	<u>Present/Absent</u>
Kip Kendrick	Presiding Commissioner	<input checked="" type="checkbox"/>
Justin Aldred	Commissioner, District I	<input checked="" type="checkbox"/>
Janet M. Thompson	Commissioner, District II	<input checked="" type="checkbox"/>
Brianna L. Lennon	County Clerk	<input checked="" type="checkbox"/>

A quorum was declared present and called the meeting to order.

* * * * *

(Other Proceedings)

* * * * *

The matter of authorizing the issuance of the County’s General Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, in connection with the Bolli Road Neighborhood Improvement District Project came on for consideration and was discussed.

An Order was introduced entitled as follows:

AN ORDER AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2024 IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED \$326,000 IN CONNECTION WITH THE BOLLI ROAD NEIGHBORHOOD IMPROVEMENT DISTRICT PROJECT; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

On motion duly made and seconded, the Order was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: 3

Nay: 0

The Presiding Commissioner declared the Order duly passed and was signed and approved by the Presiding Commissioner and attested by the County Clerk.

* * * * *

(Other Proceedings)

* * * * *

There being no other business to come before the meeting, on motion duly made, seconded, and carried, the meeting was adjourned.

(Seal)


County Clerk



2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

August 9, 2024

Honorable Kip Kendrick
Presiding Commissioner
Boone County Government Center
801 E. Walnut
Columbia, MO 65201

Re: Boone County, Missouri, General Obligation Bond (State of Missouri – Direct Loan Program), Series 2024, in the maximum principal amount not to exceed \$326,000 (the “**Bond**”) to finance costs of the Bolli Road Neighborhood Improvement District Project

Dear Mr. Kendrick:

The above-referenced Bond will be purchased by the Missouri Department of Natural Resources (“**DNR**”) under the State of Missouri Clean Water State Revolving Fund Direct Loan Program (the “**Direct Loan Program**”) of DNR and the Clean Water Commission of the State of Missouri. The Bond is being issued by the County in order to provide funds, together with a grant in the maximum amount of \$209,986 to be to be administered by DNR pursuant to a Grant Agreement between the County and DNR, to finance the costs of certain improvements to the sewerage system owned and operated by the Boone County Regional Sewer District (the “**District**”) located within the Bolli Road Neighborhood Improvement District (the “**Project**”) that serves the County.

Below is a brief explanation of the documents requiring your signature prior to the scheduled closing date of the Bond transaction in September 2024.

1. Order authorizing issuance of the Bond. The Order to be approved by the County formally authorizes the County to issue the Bond to be purchased by DNR, contains the terms of the Bond previously provided by DNR to the County and the District, and authorizes the County to enter into the various documents required by DNR in connection with the Bond transaction. As stated in the Order, the Bond will be issued in the principal amount not to exceed \$326,000 with interest payments due on January 1 and July 1 each year, commencing January 1, 2025. As reflected in the Order, the interest rate on the Bond will be equal to 30% of the Revenue Bond Index as published in *The Bond Buyer* most recently prior to the closing date of the Bond transaction (which likely to occur in early to mid-September), rounded up to the nearest 0.01%. Currently, DNR has estimated the interest rate to be 1.27% based on this formula, but DNR will provide the County the final interest rate for the Bond based on this formula prior to the closing date.

2. Purchase Agreement. The Purchase Agreement between DNR, the County and the District is the document under which DNR agrees to purchase the Bond from the County. The Purchase Agreement sets forth the procedure for the County to request purchase price installments of the Bond from DNR needed to pay costs of the Project, repayment terms of the Bond, and the standard representations, covenants and agreements that DNR requires from the County and the District in connection with DNR’s purchase of the Bond pursuant to the Direct Loan Program.

3. Escrow Trust Agreement. The Escrow Trust Agreement between the County and UMB Bank, N.A., as paying agent and escrow agent (the "**Paying Agent**"), is the document that DNR requires the County to enter into with the Paying Agent as a condition to the execution and delivery of the Purchase Agreement and DNR's purchase of the Bond. The Escrow Trust Agreement creates the various funds and accounts that will be established and held by the Paying Agent in connection with the issuance of the Bond, which will include the Debt Service Fund, the Construction Fund, the Repayment Fund (consisting of a Principal Amount and an Interest Account), and the Administrative Expense Fund. The Escrow Trust Agreement further describes how moneys deposited in each of these funds and accounts will be invested, administered and disbursed by the Paing Agent. The proceeds from each purchase price installment of the Bond that the County will request from DNR to finance costs of the Project will be deposited by DNR in the Construction Fund held by the Paying Agent, and the Paying Agent will then disburse these proceeds to the County. The principal and interest payments on the Bond to be paid by the County will be deposited by the Paying Agent in the Repayment Fund (in either the Principal Account or Interest Account, as applicable) and the Paying Agent will further transfer said moneys to the Debt Service Fund on the specified dates set forth in the Escrow Trust Agreement that the Paying Agent will then pay to DNR, as owner of the Bond.

4. General Obligation Bond Certificate. The single Bond certificate in the maximum principal amount not to exceed \$326,000 will be issued by the County and authenticated by the Paying Agent. The Paying Agent will hold the Bond in safekeeping for DNR, as purchaser/owner of the Bond, and will keep a record of the cumulative outstanding principal amount of the Bond as purchase price installments of the Bond are funded by DNR and as principal of the Bond is paid/redeemed by the County.

5. County's Closing Certificate. The County's Closing Certificate includes certain certifications and representations from the County that are relied upon by DNR and other parties to the transaction in connection with the closing of the Bond issue.

We have either prepared or reviewed the documents you are being asked to sign, and are of the opinion that you should now sign where indicated. The documents will be held in escrow, pending confirmation from DNR that all closing requirements have been satisfied.

Very truly yours,



Haden Crumpton

Enclosures

cc: Mr. C.J. Dykhouse
Ms. Jenna Redel