

CERTIFIED COPY OF ORDER

November Session of the October Adjourned

Term. 20 16

STATE OF MISSOURI

} ea.

County of Boone

In the County Commission of said county, on the

1st

day of November

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Shane and Ashley Burr to rezone from REC (Recreation) to A-2 (Agriculture) on 3.0 acres, more or less, located at 12230 W Sinking Creek Rd., Rocheport, MO.

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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November Session of the October Adjourned

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STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 1st day of November 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Ralph and Mary Ann Gates to rezone from A-1 (Agriculture) to A-1P (Planned Agriculture) on 10.89 acres, more or less, located at 11105 E Mexico Gravel Rd., Columbia.

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 1st day of November 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Ralph and Mary Ann Gates for a Review Plan for Gates South Home on 10.89 acres, more or less, located at 11105 E Mexico Gravel Rd., Columbia.

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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County of Boone

In the County Commission of said county, on the

1st

day of November

20 16

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 by Stephen and Sally Phillips to rezone from A-1 (Agriculture) to A-1P (Planned Agriculture on 10.50 acres, more or less, located at 9075 E Mexico Gravel Rd., Columbia.

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner

Janet M. Thompson
Janet M. Thompson

District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

In the County Commission of said county, on the 1st day of November 20 16

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 by Stephen and Sally Phillips for a review plan for Phillips Farm on 10.50 acres, more or less, located at 9075 E Mexico Gravel Rd., Columbia.

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner

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Janet M. Thompson

District II Commissioner

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In the County Commission of said county, on the

1st

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20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Beacon Street Properties and Joanna M Wilson Trust to rezone from A-2 (Agriculture) to A-2P (Planned Agriculture) on 70.04 acres, more or less, located at 7770 S High Point Lane, Columbia.

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

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} ea.

County of Boone

In the County Commission of said county, on the

1st

day of November

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Beacon Street Properties and Joanna M Wilson Trust for a review plan for Heather Hills Estates on 70.04 acres, more or less, located at 7770 S High Point Lane, Columbia.

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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In the County Commission of said county, on the

1st

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20 16

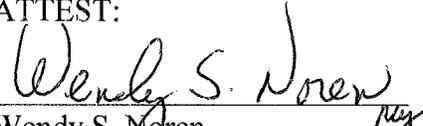
the following, among other proceedings, were had, viz:

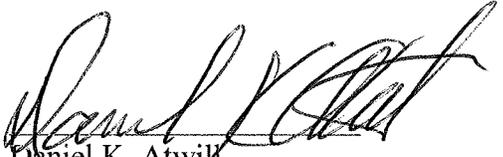
Now on this day the County Commission of the County of Boone does hereby **approve** the request by Ri-Mor Topsoil LLC for a permit for topsoil management, harvesting, conditioning and stockpiling on 52.5 acres, more or less, located at 5353 W Cunningham Dr., Columbia, subject to the following conditions:

1. Hours of operation shall be limited to
 - Monday through Friday 7 AM to 7 PM
 - Saturday 8 AM to 3 PM
 - No operation Sunday
 - No operation on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day
2. A land disturbance permit shall be acquired prior to any earth moving on the site. The permit shall specifically identify the portion of the site where topsoil is to be removed on an annual basis.
3. When the topsoil removal site is adjacent to Perche Creek the stream buffer shall be staked so as to prevent removal of soil from within the stream buffer.
4. The operator shall employ the use of management practices to prevent mud, dirt or debris from being deposited on public roads to the satisfaction of the Director of Resource Management.
5. The operator shall maintain the access road in a dust free condition to the satisfaction of the Director of Resource Management.
6. This location shall be used as an overflow location. The total number of loads shall be limited to no more than 30 loads in any given day and to 100 loads in any given 7 day period.
7. This permit expires in one year.
8. Applicant must re-apply for and receive a new conditional use permit in order to continue operations.

Done this 1st day of November, 2016.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

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In the County Commission of said county, on the

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day of

November

20

16

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the Presiding Commissioner to sign them:

- Raymond Pauley. S8-T49N-R12W. A-2. Raymond Pauley, owner. Steven R. Proctor surveyor.
- Roddy Farms Estates. S19-T48N-R13W. A-2. Freda Pennewell, owner. David T. Butcher, surveyor.
- Gannen Chase. S32-T51N-R13W. A-2. Lee and Jamie Cole, owners. Steven R. Proctor, surveyor.
- Valley Springs Plat 6. S18-T48N-R13W. Monty and Kelli Kerley, owners. Nathanael E Kohl, surveyor.

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
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In the County Commission of said county, on the

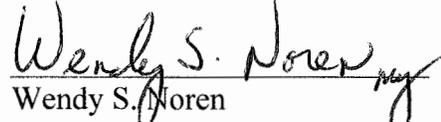
1st day of November 20 16

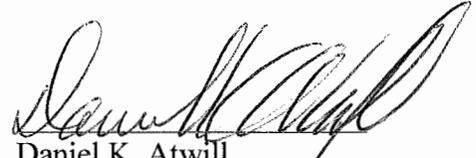
the following, among other proceedings, were had, viz:

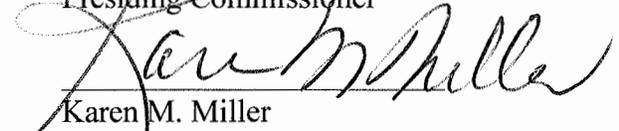
Now on this day the County Commission of the County of Boone does hereby approve the acceptance of the 2016 Edward Byrne Memorial Justice Assistance Grant awarded to the Sheriff's Department.

Done this 1st day of November, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner



2016 Edward Byrne Memorial Justice Assistance
Grant Program 2016-DJ-BX-0842



[Award](#)

[Financial Status Reports](#)

[Semi-Annual Progress Reports](#)

[Correspondence](#)

Award Handbook

[Financial Point of
Contact
Designation](#)

[Award Instructions](#)

[Acceptance
Instructions](#)

[ACH Information](#)

[Help/Frequently
Asked Questions](#)

[GMS Award Home](#)

[Log Off](#)

Acceptance Instructions

Congratulations. You have been awarded a grant by the Office of Justice Programs of the U.S. Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in yellow to capture the FPOC registration information.
 - a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact". There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit".
 - b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit". The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen, and the information in the fields is already grayed out, and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation, before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a financial point of contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official. (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official is preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A.)
3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.
4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only one of these submission options to avoid duplicate submissions.

If you choose not to accept the award, OR if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Veronica Munson at (202) 514-7710.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

- print the approved GAN;
- print the original award document;
- have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
- email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions contact Veronica Munson, at (202) 514-7710. For financial questions contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option#3 or email them at gms.helpdesk@usdoj.gov.



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 29, 2016

Commissioner Daniel Atwill
Boone County
801 East Walnut
Columbia, MO 65201-7732

Dear Commissioner Atwill:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

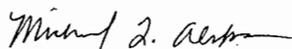
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 29, 2016

Commissioner Daniel Atwill
Boone County
801 East Walnut
Columbia, MO 65201-7732

Dear Commissioner Atwill:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$36,175 for Boone County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Veronica Munson, Program Manager at (202) 514-7710; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 12

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Boone County 801 East Walnut Columbia, MO 65201-7732		4. AWARD NUMBER: 2016-DJ-BX-0842	
2a. GRANTEE IRS/VENDOR NO. 436000350		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019	
2b. GRANTEE DUNS NO. 182739177		6. AWARD DATE 08/29/2016	7. ACTION Initial
3. PROJECT TITLE Boone County & City of Columbia FY 2016 Byrne JAG Budget Assistance Project		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 36,175	
		11. TOTAL AWARD \$ 36,175	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Daniel Atwill Commissioner	
17. SIGNATURE OF APPROVING OFFICIAL		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE 11/1/16
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 36175		21. RDJUGT0610	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 12

PROJECT NUMBER 2016-DJ-BX-0842

AWARD DATE 08/29/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



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26. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
27. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
28. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
32. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.



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34. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

35. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

36. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

37. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.



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38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
40. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
41. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
42. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
44. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
45. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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AWARD DATE 08/29/2016

SPECIAL CONDITIONS

46. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
47. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
48. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
49. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
50. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
51. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Boone County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2016-DJ-BX-0842

PAGE 1 OF 1

This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Veronica Munson
(202) 514-7710

2. PROJECT DIRECTOR (Name, address & telephone number)

Gary German
Captain
2121 County Drive
Columbia, MO 65202-9064
(573) 876-6101 ext.6201

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Boone County & City of Columbia FY 2016 Byrne JAG Budget Assistance Project

5. NAME & ADDRESS OF GRANTEE

Boone County
801 East Walnut
Columbia, MO 65201-7732

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 36,175

10. DATE OF AWARD

08/29/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The disparate jurisdictions will utilize the JAG award to support law enforcement initiatives. Funds will be used to purchase sixteen Motorola radios to enhance law enforcement communications. The goal of this project is to enhance officer safety. NCA/NCF

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 16

County of Boone } ea.

In the County Commission of said county, on the

1st

day of November

20 16

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 budget revision for Joint Communications for personnel costs associated with the addition of the new Radio Tech position and transfer from Information Technology to Joint Communications.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2701	10100	BC Joint Communications	Salary & Wages	22,855	
2704	10100	Joint Communication Radio Network	Salary & Wages		17,922
2704	10200	Joint Communication Radio Network	FICA		1,371
2704	10300	Joint Communication Radio Network	Health Insurance		2,426
2704	10325	Joint Communication Radio Network	Disability Insurance		68
2704	10350	Joint Communication Radio Network	Life Insurance		20
2704	10375	Joint Communication Radio Network	Dental Insurance		176
2704	10400	Joint Communication Radio Network	Workers Comp		602
2704	10500	Joint Communication Radio Network	401A Match		270
				22,855	22,855

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

October 19 2016

EFFECTIVE DATE

FOR AUDITORS USE

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

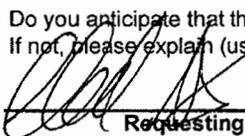
Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2701	10100	BC Joint Communications	Salary & Wages	22,855	
2704	10100	Joint Comm Radio Network	Salary & Wages		17,922
2704	10200	Joint Comm Radio Network	FICA		1,371
2704	10300	Joint Comm Radio Network	Health Ins		2,426
2704	10325	Joint Comm Radio Network	Disability Ins		68
2704	10350	Joint Comm Radio Network	Life Ins		20
2704	10375	Joint Comm Radio Network	Dental Ins		176
2704	10400	Joint Comm Radio Network	Workers Comp		602
2704	10500	Joint Comm Radio Network	401A Match		270
				<u>22,855</u>	<u>22,855</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):

Personnel costs associated with addition of new Radio Tech position and transfer of current Radio Tech position from 2703 - Information Technology/BCJC to 2704 - Joint Comm Radio Network

Note: estimated Annual on-going personnel cost is \approx \$ 110,000 -

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):


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: *Add Radio Tech position*


Auditor's Office


PRESIDING COMMISSIONER

Agenda


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

Anticipated Personnel Costs for Radio Technicians hired at FHR

Prepared by: Jason Gibson, Auditors Office

Budget Year 2016

Radio Technician I, range of 35 @ budgeted amount (85% Flexible Hiring Rate) of \$19.66

Account	Budget Hours	Rate	Total Annual Cost	FY2016 Budget Adj.
10100 Salary & Wages	2080	19.66	40,892.80	8,519
10200 FICA		0.0765	3,128.30	652
10300 Health Ins			5,820.00	1,213
10325 Disability Ins		0.0038	155.39	32
10350 Life Ins			48.00	10
10375 Dental Ins			420.00	88
10400 Workers Comp		0.0336	1,374.00	286
10500 401A Match			650.00	135
Subtotal			\$ 52,488.49	\$ 10,935

Radio Technician II, range of 39 @ budgeted amount (85% Flexible Hiring Rate) of \$21.70

Account	Budget Hours	Rate	Total Annual Cost	FY2016 Budget Adj.
10100 Salary & Wages	2080	21.70	45,136.00	9,403
10200 FICA		0.0765	3,452.90	719
10300 Health Ins			5,820.00	1,213
10325 Disability Ins		0.0038	171.52	36
10350 Life Ins			48.00	10
10375 Dental Ins			420.00	88
10400 Workers Comp		0.0336	1,516.57	316
10500 401A Match			650.00	135
Subtotal			\$ 57,214.99	\$ 11,920

Combined Budget Revision		
10100	Salary & Wages	17,922
10200	FICA	1,371
10300	Health Ins	2,426
10325	Disability Ins	68
10350	Life Ins	20
10375	Dental Ins	176
10400	Workers Comp	602
10500	401A Match	270
	Subtotal	22,855

TOTAL ANNUAL PERSONNEL BUDGET COST \$ 109,703.48

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 16

County of Boone } ea.

In the County Commission of said county, on the

1st

day of November

20 16

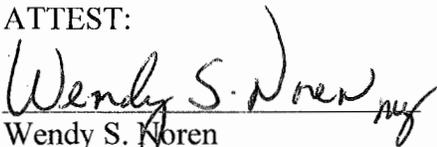
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Joint Communications for estimated equipment costs associated with the addition of the new Radio Tech position and transfer from Information Technology to Joint Communications.

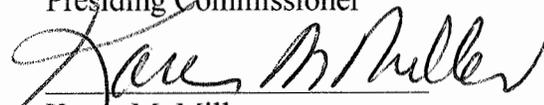
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2701	86850	BC Joint Communications	Contingency	6,520	
2704	23035	Joint Communication Radio Network	Maintenance Supplies		100
2704	23850	Joint Communication Radio Network	Minor Equip & Tools		800
2704	48050	Joint Communication Radio Network	Cellular/Mobile Device		350
2704	59000	Joint Communication Radio Network	Motor Fuel/Gasoline		350
2704	59010	Joint Communication Radio Network	Fuel Surcharge		20
2704	91300	Joint Communication Radio Network	Computer Hardware		2,400
2704	91302	Joint Communication Radio Network	Computer Software		2,500
				6,520	6,520

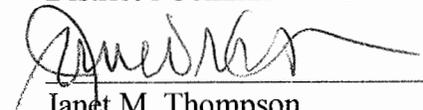
Done this 1st day of November, 2016.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

10/19/16

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
2701	86850	BC Joint Communications	Contingency	6,520	
2704	23035	Joint Comm Radio Network	Maintenance Supplies		100
2704	23850	Joint Comm Radio Network	Minor Equip & Tools		800
2704	48050	Joint Comm Radio Network	Cellular/Mobile Device		350
2704	59000	Joint Comm Radio Network	Motor Fuel/Gasoline		350
2704	59010	Joint Comm Radio Network	Fuel Surcharg		20
2704	91301	Joint Comm Radio Network	Computer Hardware		2,400
2704	91302	Joint Comm Radio Network	Computer Software		2,500
		Joint Comm Radio Network			

6,520 6,520 IN BALANCE

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):

Equipment costs associated with addition of new Radio-Tech position and transfer of current Radio Tech position from 2703-IT to 2704-Joint Comm Radio Network

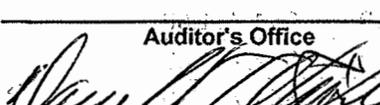
Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO. If not, please explain (use an attachment if necessary):


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

PRESIDING COMMISSIONER DISTRICT I COMMISSIONER DISTRICT II COMMISSIONER

2704 Budget Revision - Equipment Costs for Radio Tech Positions

23035 Maintenance Supplies	Supplies for new hire		\$ 100.00
23850 Minor Equipm & Tools	Hand tools & case, etc		800.00
48050 Cellular/Mobile	2 cellphones & 2 months svc		350.00
49000 Motor Fuel/Gasoline	200 gal @ \$1.75		350.00
59010 Fuel Surcharge	200 @ \$0.10		20.00
91301 Computer Hardware	PCs - 2	1,600.00	
	Monitors - 4	<u>800.00</u>	
			2,400.00
91302 Computer Software	Office 365	450.00	
	Anti-virus	75.00	
	Directory, misc	75.00	
	TrackIt	<u>1,900.00</u>	
			<u>2,500.00</u>
			<u><u>\$ 6,520.00</u></u>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 16

County of Boone } ea.

In the County Commission of said county, on the

1st

day of

November

20

16

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

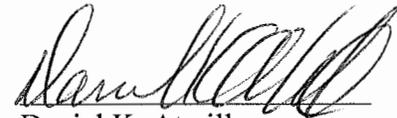
Now on this day the County Commission of the County of Boone does hereby approve the attached Antenna Site Agreement and Memorandum of Antenna Site Agreement with SBA Network Services for the site located at 22801 South Demarco Rd. in Hartsburg, MO.

The terms of the Agreements are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Antenna Site Agreement and Memorandum of Antenna Site Agreement

Done this 1st day of November, 2016.

ATTEST:

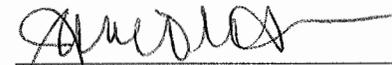
Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner

ANTENNA SITE AGREEMENT

1. **Premises and Use.** **SBA STRUCTURES, LLC**, a Delaware limited liability company ("Owner") leases to **COUNTY OF BOONE**, a Missouri governmental entity ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 160 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be three (3) years beginning on the date set forth below ("Commencement Date") and terminating on the third anniversary of the Commencement Date. This Agreement will automatically renew for seven (7) additional terms (each a "Renewal Term") of three (3) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. COMMENCEMENT DATE: November 1, 2016.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 3% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties.

4. **Security Deposit.** Intentionally omitted.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as lessee under a ground lease ("Ground Lease"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with

financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner's rights under the Ground Lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

7. **Access and Security.** Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that

promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

8. **Notices.** All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: County of Boone
801 E. Walnut
Columbia, MO 65201-7732

Owner: SBA Structures, LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307
Attn: Site Administration
RE: MO20809-A-06 / Mt. Pleasant 4, MO

Rental
Payments: SBA Structures, LLC
P.O. Box 952448
St. Louis, MO 63195-2448
Attn: Accounts Receivable
RE: MO20809-A-06 / Mt. Pleasant 4, MO

9. **Installation and Improvements.** Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as

specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. **Compliance with Laws.** Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental

authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance.** Tenant will procure and maintain a public liability policy, with limits of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, which minimum Owner may require adjusting at each renewal term, with a certificate of insurance to be furnished to Owner within thirty (30) days of execution of this Agreement and prior to performing any work. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner.

12. **Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate

this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities.** Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. **Relocation Right.** If determined necessary by Owner to relocate the tower, Owner will have the right to relocate the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Tenant's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Owner will exercise its relocation right by delivering written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Tenant's expense to the Relocation Site. Owner and Tenant hereby agree that the

Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then supplement Exhibit A and become a part hereof.

15. Termination by Tenant. Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. Default. If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. Taxes. Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

18. Indemnity. To the extent permitted by law, Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

19. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. Liens. Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. Casualty or Condemnation. In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will

in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. Confidentiality. Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

23. Bankruptcy and Insolvency. Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part

of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).

Site ID: MO20809-A-06
Site Name: Mt. Pleasant 4, MO

Tenant Site ID:
Tenant Site Name: DEM

TENANT: COUNTY OF BOONE, a Missouri governmental entity

By: _____
Title: _____
Date: _____

Fed Tax ID: 43-6000349
Address: 801 E. Walnut
Columbia, MO 65201-7732

Witness: _____

Witness: _____

TENANT NOTARY BLOCK:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, a representative of **County of Boone**, a Missouri governmental entity who is personally known to me or produced _____ as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires: _____

(NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER: SBA STRUCTURES, LLC, a Delaware limited liability company

By: Jason Silberstein
Title: Executive Vice President, Site Leasing
Date: 10/20/16

Fed Tax ID: 13-2623598
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Witness: Sharon Meyer

Witness: _____

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of October, 2016, by Jason Silberstein, Executive Vice President, Site Leasing of **SBA Structures, LLC**, a Delaware limited liability company who is personally known to me.

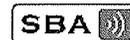
NOTARIAL SEAL



My commission expires: 10/18/16

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FLORIDA

(NAME OF NOTARY)
COMMISSION NUMBER: _____



**EXHIBIT A
SITE DESCRIPTION**

Site located at: 22801 South Demarco Rd., situated in the City of Hartsburg,
County of Boone, State of Missouri 65039

Legal Description:

LEASE SITE DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14 T45N R12W IN BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY A SURVEY RECORDED IN BOOK 418 PAGE 330 OF THE BOONE COUNTY RECORDS.
STARTING AT THE SOUTH QUARTER CORNER OF SECTION 14-45-12, THENCE N 2°02'40"E, ALONG THE QUARTER SECTION LINE, 329.24 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED BY A SURVEY RECORDED IN BOOK 418 PAGE 330; THENCE CONTINUING ALONG THE EAST LINE OF SAID TRACT, N 2°02'40"E, 1,028.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 63; THENCE ALONG SAID RIGHT-OF-WAY, N 58°25'40"W 42.45 FEET; THENCE N 49°53'40"W 202.13 FEET; THENCE N 58°25'40"W 105.44 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, S 31°34'20"W 446.85 FEET TO THE POINT OF BEGINNING.
FROM THE POINT OF BEGINNING, S 74°28'30"E 50.00 FEET; THENCE S 15°31'30"W 50.00 FEET; THENCE N 74°28'30"W 50.00 FEET; THENCE N 15°31'30"E 50.00 FEET TO THE BEGINNING AND CONTAINING 2,500 SQUARE FEET OR 0.06 ACRES.

ACCESS EASEMENT DESCRIPTION

A TRACT OF LAND, TWELVE (12) FEET WIDE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14 T45N R12W IN BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY A SURVEY RECORDED IN BOOK 418 PAGE 330 OF THE BOONE COUNTY RECORDS, DESCRIBED AS FOLLOWS:
STARTING AT THE SOUTH QUARTER CORNER OF SECTION 14-45-12, THENCE N 2°02'40"E, ALONG THE QUARTER SECTION LINE, 329.24 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED BY A SURVEY RECORDED IN BOOK 418 PAGE 330; THENCE CONTINUING ALONG THE EAST LINE OF SAID TRACT, N 2°02'40"E, 1,028.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 63; THENCE ALONG SAID RIGHT-OF-WAY, N 58°25'40"W 42.45 FEET; THENCE N 49°53'40"W 202.13 FEET; THENCE N 58°25'40"W 13.92 FEET TO THE POINT OF BEGINNING.
FROM THE POINT OF BEGINNING, LEAVING SAID RIGHT-OF-WAY, S 58°34'30"W 149.12 FEET; THENCE S 67°37'20"W 148.76 FEET; THENCE S 41°48'40"W 46.40 FEET; THENCE S 18°37'10"W 181.44 FEET; THENCE S 74°28'30"E 3.06 FEET; THENCE N 60°31'30"E 7.07 FEET; THENCE N 15°31'30"E 14.50 FEET; THENCE S 74°28'30"E 20.00 FEET; THENCE S 15°31'30"W 44.50 FEET; THENCE S 29°28'30"E 7.07 FEET; THENCE S 74°28'30"E 5.00 FEET; THENCE S 15°31'30"W 12.00 FEET; THENCE N 74°28'30"W 50.72 FEET; THENCE N 18°37'10"E 196.57 FEET; THENCE N 41°48'40"E 51.61 FEET; THENCE N 67°37'20"E 150.56 FEET; THENCE N 58°34'30"E 142.06 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 63; THENCE S 58°25'40"E, ALONG SAID RIGHT-OF-WAY, 13.47 FEET TO THE BEGINNING.

UTILITY EASEMENT DESCRIPTION

A TRACT OF LAND, EIGHT (8) FEET WIDE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14 T45N R12W IN BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY A SURVEY RECORDED IN BOOK 418 PAGE 330 OF THE BOONE COUNTY RECORDS, THE CENTERLINE DESCRIBED AS FOLLOWS:
STARTING AT THE SOUTH QUARTER CORNER OF SECTION 14-45-12, THENCE N 2°02'40"E, ALONG THE QUARTER SECTION LINE, 329.24 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED BY A SURVEY RECORDED IN BOOK 418 PAGE 330; THENCE CONTINUING ALONG THE EAST LINE OF SAID TRACT, N 2°02'40"E, 1,028.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 63; THENCE ALONG SAID RIGHT-OF-WAY, N 58°25'40"W 42.45 FEET; THENCE N 49°53'40"W 202.13 FEET; THENCE N 58°25'40"W 105.44 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, S 31°34'20"W 446.85 FEET; THENCE S 74°28'30"E 4.07 FEET TO THE POINT OF BEGINNING.
FROM THE POINT OF BEGINNING, N 26°09'40"E 168.00 FEET TO THE END OF THE CENTERLINE.

Latitude: 38° 40' 31.3"

Longitude: -92° 14' 53.68"

**EXHIBIT B
ANTENNA AND EQUIPMENT LIST**

NOTE: Paint must be applied to all lines and equipment and maintained per FAA standards.

Antennas:

Quantity: One (1)
Type: VHF Whip
Manufacturer: Andrew
Model: DB-224
Dimensions: 2.5" Diameter, 20'
Weight: 23 lbs.
Mounting:
Base of the antenna: At approximately the 260' height level;
Centerline of the antenna: At approximately the 270' height level; and
Tip of the antenna: At approximately the 280' height level.
Downtilt: _____°
Mount Type: Existing
Cable:
Number of Lines: One (1)
Type: LDF5-50A
Size: 7/8"
Routing: Existing

Dishes:

Quantity: One (1)
Manufacturer: Radiowaves
Model: SP3-5.2
Dimensions: 3'
Weight: 18 lbs.
Mount: At approximately the 195' height level.
Type Mount: Existing
Cable:
Number of Lines: One (1)
Type: LDF4.5-50A
Size: 5/8"
Routing: Existing

**Tower Mounted Amplifiers
(TMAs): N/A**

Ground Space Requirements: Approximately 160 square feet
For Tenant provided: Frame Shelter
Dimensions: 10' x 16'

GPS Receivers: N/A

Transmitters: N/A

Transmitter Cabinets: N/A

Frequencies: Transmit: MW: 5.8 GHz ISM
Receive: 150-160 MHz

ERP:

Transmitter Operating Power:

Generator: N/A

Site ID: MO20809-A-06
Site Name: Mt. Pleasant 4, MO

Tenant Site ID:
Tenant Site Name: DEM

EXHIBIT C

MEMORANDUM OF ANTENNA SITE AGREEMENT



NOT FOR EXECUTION

After recording return to:

STATE OF MISSOURI

COUNTY OF BOONE

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated _____, 2016, between **SBA STRUCTURES, LLC**, a Delaware limited liability company "Owner" and **COUNTY OF BOONE**, a Missouri governmental entity "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 160 (10' x 16') square feet at that certain site "Site" located at 22801 South Demarco Rd., City of Hartsburg, County of Boone, State of Missouri 65039, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of three (3) years commencing on November 1, 2016, which term is subject to seven (7) additional three (3) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT: COUNTY OF BOONE, a Missouri governmental entity

By: _____
Title: _____
Tax No: 43-6000349
Address: 801 E. Walnut
Columbia, MO 65201-7732
Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print
Name: _____

MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, a representative of **County of Boone**, a Missouri governmental entity, who is personally known to me or produced _____ as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER: SBA STRUCTURES, LLC, a Delaware limited liability company

By: Jason Silberstein
Title: Executive Vice President, Site Leasing
Tax No: 13-2623598
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

Date: _____

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Jason Silberstein, Executive Vice President, Site Leasing of **SBA Structures, LLC**, a Delaware limited liability company, who is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA

My commission expires:

Printed Name of Notary



EXHIBIT D
MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Pre-Installation Standards

1. **Prior to installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Installation

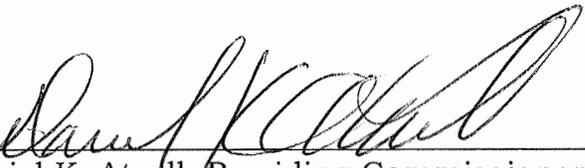
2. (a) The following minimum protective devices must be properly installed:
- (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding. (Must be in place during operation)
 - (4) Isolator/harmonic filter. (Must be in place during operation)
 - (5) Duplexer or cavity bandpass filter. (Must be in place during operation)
- (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Heliax/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliax/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite **receive only** systems.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.

General

3. Tenant must comply with any applicable instructions regarding any Site security system.
- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
 - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
 - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
 - (d) Do not adjust or tamper with thermostats or HVAC systems.
 - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

THE COUNTY OF BOONE

(By and through its County Commission):

BY: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk


Chad Martin,
Director of Joint Communications

Approved as to legal form:

by: 
Charles J. Dykhouse, County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance of said appropriation sufficient to pay the costs arising from this contract.


June E. Pitchford, Auditor Date 10/25/2016
Acct# ~~2704~~ 2704-71500 \$14,400

After recording return to:

STATE OF MISSOURI

COUNTY OF BOONE

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated _____, 2016, between **SBA STRUCTURES, LLC**, a Delaware limited liability company "Owner" and **COUNTY OF BOONE**, a Missouri governmental entity "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 160 (10' x 16') square feet at that certain site "Site" located at 22801 South Demarco Rd., City of Hartsburg, County of Boone, State of Missouri 65039, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of three (3) years commencing on November 1, 2016, which term is subject to seven (7) additional three (3) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT: COUNTY OF BOONE, a Missouri governmental entity

By: _____
Title: _____
Tax No: 43-6000349
Address: 801 E. Walnut
Columbia, MO 65201-7732
Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____



MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, a representative of **County of Boone**, a Missouri governmental entity, who is personally known to me or produced _____ as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER: **SBA STRUCTURES, LLC**, a Delaware limited liability company

By: Jason Silberstein
Title: Executive Vice President, Site Leasing
Tax No: 13-2623598
Address: 8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487-1307

Witness: Sharon Meyer

Print Name: Sharon Meyer

Witness: Gerrit Eick

Print Name: Gerrit Eick

Date: 10/26/16

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of October, 2016, by Jason Silberstein, Executive Vice President, Site Leasing of **SBA Structures, LLC**, a Delaware limited liability company, who is personally known to me.

CM Kauffman
NOTARY PUBLIC - STATE OF FLORIDA

CM Kauffman
Printed Name of Notary

My commission expires: 10/8/18

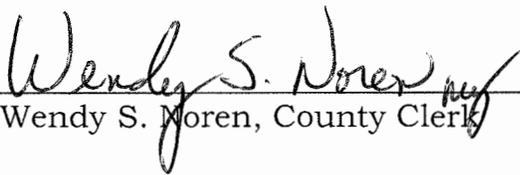


THE COUNTY OF BOONE

(By and through its County Commission):

BY: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk

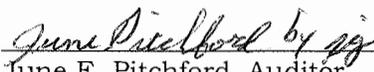
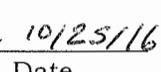

Chad Martin,
Director of Joint Communications

Approved as to legal form:

by: 
Charles J. Dykhouse, County Counselor

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I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance of said appropriation sufficient to pay the costs arising from this contract.

 by  10/25/16
June E. Pitchford, Auditor Date
Acct 2704-71500 44,400

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

1st

day of

November

20

16

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

Now on this day the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Dan Atwill	Airport Advisory Board	November 1, 2016 through October 31, 2020

Done this 1st day of November, 2016.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

Dan Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Airport Advisory Board
Name: Dan Atwill
Home Address: 3300 West Arbor Way
City: Columbia, MO Zip Code: 65203
Business Address: 801 E Walnut Room 333
City: Columbia, MO Zip Code: 65201
At which address would you prefer to be contacted?
E-mail: datwill@boonecountymo.org
Phone (Home): Phone (Work): 573-886-4307
Fax:

Qualifications:
Presiding Commissioner for County of Boone.

Past Community Service:

References:

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution