

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 30th day of April 20 15

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

Now on this day the County Commission of the County of Boone does hereby recognize April 27 through May 3, 2015 as Mid-MO Health Week.

Done this 30th day of April, 2015.

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

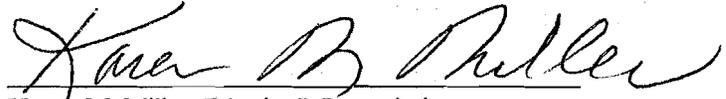
**PROCLAMATION RECOGNIZING
APRIL 27-MAY 3, 2015 AS
MID-MO HEALTH WEEK**

- WHEREAS,** health services provided in Boone County are an integral and vital part of citizens' everyday lives; and
- WHEREAS,** the support of an understanding and informed citizenry is important to the efficient operation of public and private health care systems; and
- WHEREAS,** some sixty health, civic and social organizations are participating in a community effort to present "Mid-Mo Health Expo" on Saturday, May 2, 2015; and
- WHEREAS,** "Mid-Mo Health Expo" will offer services such as basic health screening and health education services, individualized health assessment interviews, follow-up motivation, activities, and referral to local health resources, along with optional blood chemistry tests for free; and
- WHEREAS,** the Boone County Commission recognizes the importance of promoting health awareness, increasing knowledge of good health habits, motivating people to translate health knowledge into actions, linking existing services with those who would benefit from them, and serving the community through volunteer efforts;
- THEREFORE,** The Boone County Commission does hereby proclaim the week of April 27, 2015 through May 3, 2015 as **Mid-MO Health Week** throughout Boone County, encourage all citizens and civic organizations to acquaint themselves with the opportunities resulting from good health care and recognize the contributions which dedicated individuals and organizations make continually to our health and comfort.

IN TESTIMONY WHEREOF, this 30th Day of April, 2015

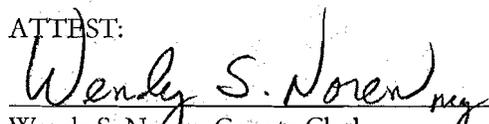



Daniel K. Atwill, Presiding Commissioner


Karen M. Miller, District I Commissioner


Janet M. Thompson, District II Commissioner

ATTEST:


Wendy S. Noren, County Clerk

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April Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the 30th day of April 20 15

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 Consultant Services Agreement with Engineering Surveys and Services for Geotechnical Engineering Services for Rustic Road Bridge.

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

Done this 30th day of April, 2015.

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



193-2015

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 30th day of April, 2015, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Engineering Surveys and Services, 1113 Fay St, Blvd, Columbia, MO 65201

Project/Work Description: Geotechnical Engineering Services for Rustic Road Bridge

Proposal Description: Engineering Surveys and Services to perform compaction testing and observation, concrete sampling and testing and issue geotechnical engineering reports and other services Rustic Road Bridge Project.

Modifications to Proposal: Fees and expenses shall be LUMP SUM of \$10,016.00 and billed as a percentage of completion.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ENGINEERING SURVEYS AND SERVICES

By [Signature]
Title Vice-Pres - Engineering

Dated: 4/15/2015

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 4-30-15

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Resource Management Director

Certification:

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

[Signature] 4/22/15 2045-71102
Auditor Date

Engineering Surveys and Services 193-2015

Consulting Engineers, Scientists, and Land Surveyors
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone 573-449-2646
Facsimile 573-499-1499

E-Mail ess@ESS-Inc.com
<http://www.ESS-Inc.com>

April 15, 2015

Mr. Derin Campbell
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, MO 65201

Re: Quality Assurance Proposal
Rustic Road Bridge
Boone County, Missouri

Dear Mr. Campbell:

Thank you for the opportunity to submit this proposal for professional services on the referenced project. We propose to provide the following services:

- Fill observations for GRS backfill material (geotechnical engineer)
- Field and laboratory concrete testing

We propose to provide these services on a time expended basis for an estimated cost of \$10,016. All fees are applicable for the project duration. All time is charged on a "portal to portal" basis from our Columbia office. All tests will be performed by Engineering Surveys & Services personnel using equipment and instruments owned by this firm. Payment terms are net 30 days from the date of invoice.

Our experience on construction projects has shown that the final cost for quality assurance testing is affected by at least three variables which we as an independent laboratory cannot control. They include 1) the ability of the contractor/subcontractor to comply with the project specifications in a timely manner, 2) the project schedule versus weather conditions and 3) onsite delays such as waiting on materials or the failure of site personnel to properly schedule testing and inspection services. Therefore, our proposed estimated cost for quality assurance testing is based on the project plans and specifications as well as historical costs for similar sized projects.

Respectfully submitted,



Joshua D. Lehmen, PE

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April Session of the April Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

30th

day of April

20 15

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 Agreement between Columbia Public Schools and Boone County.

The terms of the Agreement are stipulated in the attached Radio Tower Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Radio Tower Agreement.

Done this 30th day of April, 2015.

ATTEST:

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

[Signature]
Daniel K. Atwill

Presiding Commissioner

[Signature]
Karen M. Miller

District I Commissioner

[Signature]
Janet M. Thompson

District II Commissioner



COLUMBIA PUBLIC SCHOOLS

Dr. Peter Stiepleman
Superintendent of Schools

Neil C. Aslin Administration Building
1818 W. Worley Street (573) 214-3416
Columbia, Missouri 65203

April 16, 2015

Mr. CJ Dykhouse
Boone County Counselor
801 East Walnut, Room 211
Columbia, MO 65201

Subject: Radio Tower Agreement – Battle High School

Mr. Dykhouse,

Enclosed are two originals of the Radio Tower Agreement which was approved by our Board of Education at their April 13, 2015 meeting for the communications tower on land at Battle High School. Please sign both originals, then return one original to my attention for our file.

Sincerely,

Tracy L. Davenport
Executive Assistant to CFO/COO &
Board of Education Secretary

Enclosures

RADIO TOWER
AGREEMENT

BATTLE HIGH
SCHOOL

This Agreement is entered into by and between the Columbia Public Schools, a political subdivision of the State of Missouri, herein "CPS," and Boone County, Missouri, a political subdivision of the State of Missouri, herein "Boone County."

WHEREAS, CPS has constructed Battle High School, a school on real property (the "Property") located at 7575 East Saint Charles Road, Columbia, MO 65202 in Boone County, Missouri; and

WHEREAS, in connection with the development of the Property, certain improvements to communications infrastructure are required for public safety purposes, including the erection of a communications tower on CPS property; and

WHEREAS, CPS desires to make a portion of the property available to Boone County for purposes of facilitating the construction and operation of the communications tower; and

WHEREAS, Boone County desires to assist with the construction and operation of the communications tower as part of its emergency communications network; and

WHEREAS, the parties desire to memorialize certain agreements relating to the construction and operation of the contemplated communications tower so that they can move forward with construction efforts;

NOW, THEREFORE, in consideration of mutual covenants, promises and representations in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **EASEMENTS.** The location of the communications tower shall be on the tract described in the easements ("the Tract") attached as exhibits hereto. CPS will grant Boone County a temporary construction easement, attached hereto as Exhibit A and incorporated herein by this reference, for and while Boone County constructs the communications tower. CPS will also grant Boone County a permanent easement, attached hereto as Exhibit B and incorporated herein by this reference, to facilitate the operation and maintenance of the communications tower. The permanent easement will grant Boone County the use of the Tract, as well as reasonable rights of access for maintenance and operation purposes. Such permanent easement will also restrict the erection of any permanent, occupied structures within the area around the tower within a radius that equals the height of the tower as constructed.
2. **PURCHASE AND CONSTRUCTION ADMINISTRATION.** Boone County will prepare the specifications for bidding and procure the tower in accordance with Missouri law. Boone County will supervise the construction and obtain any necessary permits for the erection and operation of the communications tower. Upon completion of the communications tower, Boone County shall submit to CPS a copy of the as-built plans for the communications tower. CPS will cooperate with Boone County to prepare such

documentation as is necessary to obtain permits and approvals. The communications tower shall contain at least the following components:

- a. A radio tower of at least 170 feet in height;
 - b. A gravel-covered ground compound consisting of a security fenced area with key locked gate access;
 - c. An equipment shelter (approximate dimensions of 8'W x 16'L x 8'H) to contain radio communications and related technical equipment associated with the operation of the communications network;
 - d. Utility services and related hardware including electrical power, telephone service, and fiber optic cable conduits.
3. **OPERATING FEE.** CPS will make a one-time, prepaid operating fee to Boone County after construction is complete and the commissioning of the emergency responder radio system, in an amount not to exceed \$232,200.00. CPS will pay said sum to Boone County within thirty (30) days of presentation of an invoice from Boone County. Boone County will pay from its own funds, and not seek reimbursement from CPS for, the costs of electronic equipment installed on the tower and for all necessary permits.
4. **METHODS OF CONSTRUCTION/USE.** The following shall apply to the construction and use of the communications tower:
- a. Boone County shall require that all individuals on site and assisting with the construction of the communications tower have passed all applicable criminal background checks required by CPS before entering CPS property.
 - b. Any fencing, the access road and any portion of the Tract located within the fencing shall be maintained by Boone County.
 - c. All areas, including curbs, paved areas, culverts and any other areas whether finished, graded or not graded, disturbed by Boone County during construction of the communication tower, or by any future access of the Tract by Boone County, shall be restored to their original condition or better by Boone County at Boone County's expense.
 - d. Boone County agrees that upon completion of the communications tower, the portion of the Tract on which the tower and shelter do not sit will not be used for any purpose other than a "tower fall zone," and no storage of any type of equipment or materials shall be permitted at any time.
5. **OWNERSHIP AND RISK OF LOSS OF TOWER AND BOONE COUNTY INSTALLED EQUIPMENT.** After the construction of the tower is complete, it will be owned by Boone County and Boone County will insure the same against risk of loss. Boone County will bear all risk of loss of the tower and Boone County-installed equipment.
6. **USE OF TOWER BY CPS AND RISK OF LOSS OF ANY CPS INSTALLED**

EQUIPMENT. At CPS's own cost, it may use the tower and shed for its own communication purposes, including the installation of WIFI or other communications equipment by a third-party in order to provide services to CPS. Said use shall be coordinated with Boone County so as to avoid any interference with emergency communications equipment. CPS will bear the risk of loss of any CPS-installed equipment on the tower or in the shed. Third-Party communications providers which are providing free services to CPS through their use of the tower and shed may charge for other services provided to the general public through the providers' use of the tower and shed. Any third-party communications providers providing services to CPS must also enter into an agreement with Boone County for placement and installation of equipment and use of the tower and shed.

7. **OPERATION AND MAINTENANCE OF TOWER FACILITY.** Boone County will operate the facility and bear the expenses of utilities of the tower operations. Boone County will inspect and maintain the tower and shelter, as well as the area inside the security fenced compound, including the fencing and gates. If either party to this agreement enters into any agreements allowing for use of the tower and shed by any entity other than the parties to this Agreement, then Boone County and CPS shall each be entitled to fifty percent (50%) of all revenue received from such agreements or any other entity's use of the tower.
8. **TERMINATION.** Should Boone County no longer desire to own the tower facility at some future time, Boone County will notify CPS and give at least three hundred and sixty (360) days' notice of its intent to relinquish ownership of the tower and shed. If Boone County chooses to relinquish ownership of the tower, Boone County will either arrange and pay for the demolition of the tower structure and removal of the shed, or, at CPS's option, will transfer the tower and shed ownership to CPS at no cost to CPS. CPS will notify Boone County of its desire to exercise this transfer of ownership option within sixty (60) days of receiving Boone County's written notice of its intent to relinquish ownership of the tower and shed.
9. **NONAPPROPRIATION.** Notwithstanding any provision of this Agreement to the contrary, any obligation of Boone County that requires an expenditure of funds is expressly conditioned upon their being a sufficient, unencumbered balance of funds appropriated for that purpose.

10. MISCELLANEOUS PROVISIONS.

- a. **Authority of Signatories.** The individuals signing this Agreement below certify they have obtained the appropriate authority to execute this Agreement on behalf of the respective parties.
- b. **Severability and Waiver.** Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other Party shall not constitute a waiver of such performance unless the Party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any Party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.
- c. **Governing Law.** The laws of the State of Missouri (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.
- d. **Headings.** All section headings in this Agreement are for the convenience of the reader only and are not intended, nor shall they be deemed, to define or limit the scope of any provision of this Agreement.
- e. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier; (c) if sent by reputable overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not, two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this section):

TO CPS:

Columbia Public Schools
1818 West Worley Street
Columbia, Missouri 65203.

WITH A COPY TO:

Tom Smith
Attorney at Law
2401 Bernadette Drive, Ste. 117
Columbia, Missouri 65203

TO BOONE COUNTY:

Commissioner Dan Atwill
Boone County Commission
801 E. Walnut, Rm. 333
Columbia, Missouri 65201

WITH A COPY TO:

CJ Dykhouse
Boone County Counselor
801 E. Walnut, Rm. 211
Columbia, Missouri 65201

- f. **Exhibits.** The Exhibits that are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.
- g. **Entire Contract and Modification.** This Agreement sets forth all the promises, covenants, agreements, conditions, and understandings between the Parties and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, expressed or implied, oral or written, except as herein contained. This Agreement may be modified only by an agreement in writing signed by the Parties.
- h. **No Assignment.** Neither party may assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- i. **Venue.** Venue of any lawsuit filed regarding or arising out of this Agreement will be in the Circuit Court of Boone County, Missouri.
- j. **Mediation.** In the event any dispute of any kind should arise between the parties hereto concerning this Agreement or the breach thereof, then and in that event, the parties intend to mediate the dispute, if practical, through a mutually agreed upon mediator prior to the filing of any legal action, but shall not be bound to do so.
- k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
- l. **Fax Signatures.** For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or

telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.

11. **GOOD FAITH.** The parties hereto mutually pledge and agree to exercise reasonable diligence in good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practical in fulfilling the general terms, conditions and objections reflected herein.

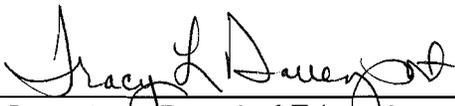
IN WITNESS WHEREOF, the parties' have executed this Agreement effective as of the date of the last party to execute the same.

Executed by Columbia Public Schools this 13th day of April, 2015.

Executed by Boone County, Missouri this 30th day of April, 2015.

COLUMBIA PUBLIC SCHOOLS

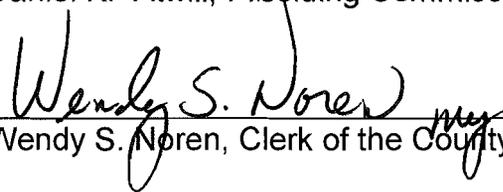
By: 
President, Board of Education

Attest: 
Secretary, Board of Education

BOONE COUNTY

By and through its County Commission

By: 
Daniel K. Atwill, Presiding Commissioner

Attest: 
Wendy S. Noren, Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

April Session of the April Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

30th

day of

April

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Osage Group of the Sierra Club for May 20, 2015 from 6:30 p.m. to 9:00 p.m.

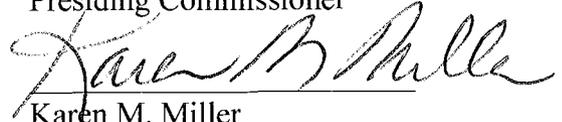
Done this 30th day of April, 2015.

ATTEST:

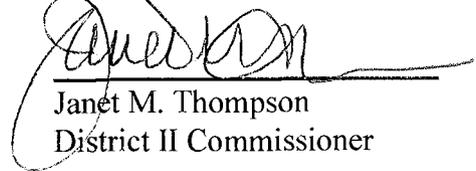
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Osage Group of the Sierra Club
Address: no official local address, Chair person address: 4804 Shale Oaks Avenue
City: Columbia State: MO ZIP Code: 65203
Phone: 417-793-8600 Website: missour2.sierraclub.org (Osage Group website in transition)
Individual Requesting Use: Carolyn Amaran Position in Organization: Chair

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: General Meeting: Why Missouri needs its own Clean Power Plan vs an EPA mandated plan
Description of Use (ex. Speaker, meeting, reception): Speaker with meeting
Date(s) of Use: May 20, Wednesday
Start Time of Setup: 6:30 PM AM/PM Start Time of Event: 7:00 PM AM/PM
End Time of Event: 9:00 PM AM/PM End Time of Cleanup: 9:00 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

- To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
- To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
- To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
- To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
- To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Carolyn Amaran / Chair
Phone Number: 417-793-8600 Date of Application: 4/13/2015
Email Address: carolyn.amaran@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Joren my
County Clerk

DATE: 4-30-15

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner