

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

27th

day of

August

20 20

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

Now on this day, the County Commission of the County of Boone does hereby certify that we have examined the attached statement of the surplus from sale of delinquent lands held the 24th day of August 2020 and approve the same.

Done this 27th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

2020 BOONE COUNTY LAND SALE SURPLUS

Brian McCollum, Collector of Revenue, Boone County, Missouri, declares the sum of **\$45,673.62 (Forty-Five Thousand Six Hundred Seventy-Three Dollars and Sixty-Two Cents)** to be the surplus amount from the sale held August 24, 2020, for the purpose of satisfying taxes, special assessments, interest and costs on lots and lands having more than one year delinquency on real estate taxes and special assessments. Said sum shall be turned over to the Boone County Treasurer to be held for benefit of school fund unless claimed by owner prior to three years from date of sale. \$140.230, RSMo

Owner: Miller Erectors Inc	Sec 05 T51 R12	Sold	\$	1,533.99
Parcel: 03-107-05-01-001.00	2655 E BENSON ST	Taxes & Costs	\$	1,533.99
Purchaser: Alex Maginness	Lts 10 & 11 of Robinson-Spene and Brice's Northwest SD as shown in Plat Book/Page 10/160 as rec WD Book/Page 3589/83	Surplus	\$	-
Owner: Rebecca E Henley	Sec 23 T51 R12	Sold	\$	6,281.92
Parcel: 03-600-23-00-008.00	20400 N BARNES RD	Taxes & Costs	\$	6,281.92
Purchaser: Karanbir Singh Sandhu	A portion of the SW¼ NW¼ Sec 23 T51N R12W as shown in Sur Book/Page 4881-18	Surplus	\$	-
Owner: Fred Bradley	Sec 08 T49 R12	Sold	\$	1,700.00
Parcel: 12-100-08-00-002.00	3020 E KETTERER RD	Taxes & Costs	\$	656.67
Purchaser: Eleazar Gonzalez	Calculated 1.7 Acres Beg at a point on the W line of the NE¼ of Sec 8 shown by Sur rec Book/Page 723-305, said pt being shown in Ketterer Rd; thence along said sur, N49°39'E, 31.46'; thence S88°57'E, 768.45'; thence S40°39'E, 102.99' to S line of N½ SW¼ NE¼ Sec 8; thence leaving said Ketterer Rd & following said S line, S89°06'W, 859.19' to a point on the ¼ sec line of Sec 8; thence along said ¼ sec line, N 00° 12'W, 85.35' to POB as rec QTCL Deed Book/Page 813/880	Surplus	\$	1,043.33
Owner: Bonnie J McBride	Sec 31 T49 R12	Sold	\$	14,000.00
Parcel: 12-703-00-03-027.00	4001 CITATION DR	Taxes & Costs	\$	4,469.29
Purchaser: Karanbir Singh Sandhu	L27 Belmont Village Plat No. 2 as shown by Plat Book/Page 27/19	Surplus	\$	9,530.71
Owner: Landmark Builders Inc	Sec 34 T49 R12	Sold	\$	-
Parcel: 12-804-00-09-064.00	CREVE COEUR DR	Taxes & Costs	\$	279.43
Purchaser: Offered - No Bid	L64, not for development, of Maryland Heights SD as shown in Plat Book/Page 39/60	Surplus	\$	-
Owner: Ralph & Diana Hennerich	Sec 03 T48 R13	Sold	\$	-
Parcel: 16-211-00-03-002.00	GARDEN DR	Taxes & Costs	\$	644.93
Purchaser: Offered - No Bid	L205 Rosecliff Gardens Plat 2 as shown in Plat Book/Page 30/85	Surplus	\$	-
Owner: Maria Sylla	Sec 02 T48 R13	Sold	\$	14,000.00
Parcel: 16-306-00-02-146.00	913 WINGHAM DR	Taxes & Costs	\$	4,663.49
Purchaser: Karanbir Singh Sandhu	L169 Parkade North Plat 7 as shown by Plat Book/Page 20/21	Surplus	\$	9,336.51
Owner: Harriet Murline Levings & Kevin Proctor II	Sec 16 T48 R12	Sold	\$	-
Parcel: 17-509-16-01-015.00	1310 S EL CHAPARRAL AVE	Taxes & Costs	\$	5,581.31
Purchaser: Offered - No Bid	L88 El Chaparral SD Plat #3 as shown in Plat Book/Page 11/4	Surplus	\$	-
Owner: Raven Nichols	Sec 21 T48 R12	Sold	\$	-
Parcel: 17-513-21-01-113.00	2131 S ALAMOS PL	Taxes & Costs	\$	5,147.17
Purchaser: Offered - No Bid	L211 El Chaparral Plat #5 as shown in Plat Book/Page 11/30	Special Assessment	\$	1,000.00
		Surplus	\$	-
Owner: Glen D McBride Jr	Sec 30 T48 R12	Sold	\$	26,000.00
Parcel: 17-701-00-10-010.00	3805 CHURCHILL DR	Taxes & Costs	\$	4,888.50
Purchaser: Karanbir Singh Sandhu	L10B The Villages SD Plat 2 as shown on Plat Book/Page 23/21	Surplus	\$	21,111.50
Owner: Blake Investments of Columbia LLC	Sec 35 T47 R12	Sold	\$	5,500.00
Parcel: 21-900-00-02-005.00	ASHLAND INDUSTRIAL PARK	Taxes & Costs	\$	848.43
Purchaser: Karanbir Singh Sandhu	Deeded 2.73 Acres L5A of Ashland Industrial Park Plat 1-A as shown in Plat Book/Page 42/53	Surplus	\$	4,651.57

In witness whereof I have hereunto set my hand and seal, this 25 day of August 2020



Brian McCollum
Collector of Revenue, Boone County, Missouri



Subscribed and sworn to before me this 25 day of August 2020



Brianna L. Lennon
County Clerk of Boone County, Missouri

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August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

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20 20

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 to hire above the authorized transfer salary for position number 76, Civil Process Officer, Boone County Sheriff's Department, and does hereby authorize an appropriation of \$50,544 for the salary of said position.

It is further ordered the Boone County Commissioners are hereby authorized to sign the attached Request to Transfer Above the Authorized Transfer Salary Form.

Done this 27th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)
BOONE COUNTY Commission Order 146-2006**

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Robert Douglas Schwandt Department Sheriff's

Position Title Civil Process Deputy Position No. 76

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: 24.30 % of Mid-Point 100 %

No. of employees in this job classification within your Department? 2

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Deputy Schwandt came to us from the University of Missouri Police Department where he held the rank of Major and most recently Police Chief, he retired from MUPD with 20 years of service. Before that he worked at Columbia Police Department as a Patrol Officer moving up the ranks to Captain, and retired from CPD with 21 years of service. Deputy Schwandt holds a wealth of knowledge in law enforcement and is an asset to our department.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: Deputy Schwandt has over 40 years of law enforcement experience as well as knowledge of city locations from working with CPD and LMPD. The Civil Process Deputy position was opened up to current Deputies and no applications were received. Deputy Schwandt will be an asset to the Civil Process Unit.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? I do not expect this proposal will have any effect on other employees, as Deputy Schwandt has over 41 years of law enforcement experience.

Additional comments: _____

Administrative Authority's Signature: [Signature] Date: 8-25-2020

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: [Signature] Date: 09/26/2020

Human Resource Director's Recommendations: Approve. Rate of pay is similar to the employee being replaced who is about 10 years older.
 Human Resource Director's Signature: [Signature] Date: 8/26/20

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: Daniel K. Atwill Date: 8-27-20
 District I Commissioner's Signature: [Signature] Date: 8-27-20
 District II Commissioner's Signature: [Signature] Date: 8/27/2020

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August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

27th

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August

2020

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 Contract Amendment Number One to Contract 022217-CAW – Fleet Management and Related Technology Solutions – Term & Supply.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment One.

Done this 27th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: August 11, 2020
RE: Amendment #1 to Contract 022217-CAW – Fleet Management and Related Technology Solutions – Term & Supply

Amendment #1 to contract 022217-CAW for Fleet Management and Related Technology Solutions that was awarded May 07, 2020 (Commission Order 210-2020) is being amended to add a provision about the numbers of vehicles changing through the duration of the contract. The contract identified 62 vehicles, but this number will change as vehicles are added to or taken out of service.

All other terms, conditions and prices of the original agreement remain unchanged.

This is a Countywide Term and Supply contract.

/lp

cc: Contract File

Commission Order: 379-2020

**CONTRACT AMENDMENT NUMBER ONE
FOR
FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS – TERM AND SUPPLY**

The Agreement **022217-CAW** dated the 7th day of May 2020 made by and between Boone County, Missouri and **CalAmp Wireless Networks Corporation** is amended as follows:

The Contract Amendment Number One ("Amendment") is made and effective as of effective this date **August 27, 2020** by and between Boone County, Missouri, a political subdivision of the state of Missouri, through the Boone County Commission ("County") and CalAmp Wireless Networks Corporation, a Delaware corporation with its headquarters located at 15635 Alton Parkway, Suite 250, Irvine, California 92618 ("Vendor or "Contractor").

RECITALS

WHEREAS, the parties executed the Purchase Agreement for Fleet Management and Related Technology Solutions (NJPA) "Contract Number Agreement 022217-CAW" dated the 7th day of May 2020;

WHEREAS, all capitalized terms referenced in this Amendment, but not otherwise defined herein shall have the same meaning given to them as in the "Contract Number **022217-CAW**"; and

WHEREAS, the parties wish to amend the "Contract Number **022217-CAW**".

NOW THEREFORE, made by and between Boone County, Missouri and **CalAmp Wireless Networks Corporation** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract Number **022217-CAW** is hereby amended by **ADDING** the following provision to the contract:

As Needed, If Needed Service: The contractor shall understand and agree that contract services shall be ordered and delivered on an as-needed, if needed basis. The number of vehicles outfitted for the contractor's service may vary throughout the contract duration. The County Department using the contractor's service will provide an accurate count of the specific number of vehicles requiring contract service to initiate service and will update the contractor about additions or deletions to the initial count as changes may occur specific to that Department.

2. Except as modified by this Amendment, all other terms, conditions, and pricing of the original contract as amended by previous amendments, if any, shall remain the same and apply hereto.

3. This Amendment may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument. A signature delivered by facsimile, e-mail, or other means of electronic transmission (including pdf and DocuSign®), is deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

Signatures to follow

Commission Order: 379-2020

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

CALAMP WIRELESS NETWORKS CORPORATION

BOONE COUNTY, MISSOURI

By: 
2303A33DFCB54E3...

By: Boone County Commission

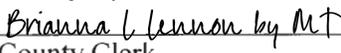
Title: Chief Revenue Officer


Presiding Commissioner
9A4B994CE56E4EB...

APPROVED AS TO FORM:

ATTEST:


County Counselor
1D77EAE89D740B...


County Clerk
7D82DA386BF6495...

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


Signature
1447B4E3F1C847D...

8/21/2020

Date

Countywide – Term & Supply

Appropriation Account

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STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

27th

day of

August

20 20

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 Road & Bridge Improvement/Repair Cooperative Agreement between Boone County and the Village of Hartsburg.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 27th day of August 2020.

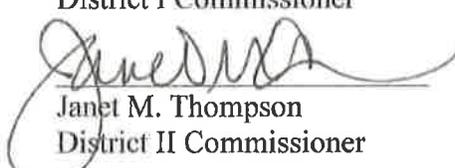
ATTEST:


Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPROVED APPLICATION-BASED PROJECT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 27th day of August, 2020, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Village of Hartsburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an application entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Nine Thousand Four Hundred Thirty-Six Dollars and Sixteen Cents (\$9,436.16)** as determined by the formula for Year 2 of the 6-year cycle as described in the aforementioned Commission Order

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 464-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations

imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues,

funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

Daniel K. Atwill
Presiding Commissioner

Date: 8.27.20

ATTEST:

Brianna T. Lemon
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

Boone County Auditor Certification:

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

Jane E. Pitelford 8/18/20 Date
County Auditor by [Signature]
2649-71452

VILLAGE OF HARTSBURG

By:

Bill Maloney, Mayor
Authorized City Representative

Date: 8/7/2020

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney