

530-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

8th

day of

December

20

20

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

Now on this day, the County Commission of the County of Boone does hereby award bid RFB 44-16NOV20 solicited bids for Active Shooter Kit Supplies for the Boone County Emergency Management department.

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

Done this 8th day of December 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

**PURCHASE AGREEMENT
FOR
ACTIVE SHOOTER KIT SUPPLIES – TERM & SUPPLY**

THIS AGREEMENT dated the 8th day of December 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **North American Rescue, LLC** herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Active Shooter Kit Supplies – Term & Supply**, County of Boone for Request for Bid, bid number **44-16NOV20** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions, as well as the Contractor's electronic bid response dated **November 13, 2020**, signed by **Will Jamison** and submitted by **Devon Pless** on behalf of the Contractor, and e-mail clarification dated **11-20-20** submitted by **Devon Pless** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, then the Purchase Agreement, and Boone County RFB 40-17NOV20 including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The contract period shall be **December 16, 2020 through December 15, 2021**. The County shall have the option to renew the contract for three (3) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Copy Paper on an as needed, if needed basis as required in the RFB specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County:

Active Shooter Kit Supplies	
Description of Service	Firm, Fixed Unit Price Per Each Initial Contract Period
4.10.3 CAT Kydex Belt Holder – Black – Rigid Gen 7 CAT Case with Cover	\$24.98/Each

<p>Allows CAT Tourniquet to be mounted on duty belt – fits up to a 2.25” belt; can be mounted vertically or horizontally or attached to Safariland Drop Leg Shroud; uses Kydex® for strength and durability and retention of CAT without additional straps or covers; includes Blue Cross identifier patch.</p> <p>Brand/Model: North American Rescue (NAR) 80-0479 with Blue Cross</p>	
<p>4.10.4 North American Rescue (NAR) Trauma Scissors Trauma Scissors, minimum 7.25-inches– Premium grade stainless steel with precision sharpness; includes enhanced serrated lower edge that cuts through toughest materials; clothing-lift lip and rounded for patient safety; soft-grip, non-slip contoured handles for maximum control even when wet; all black color.</p> <p>Brand/Model: NAR #ZZ-0063</p>	\$6.63/Each
<p>4.10.6 Quiklitter – Carry Litter Standard XL Size 10-handles (4 on each side and 1 larger handle at head and foot of litter) Can carry up to 500-pounds Latex Free – woven polyethylene Water Resistant</p> <p>Brand/Model: NAR # 60-0061</p>	\$11.98/Each
<p>4.10.7 CPR Pocket Mask, Basic, with Yellow Hard Plastic Case</p> <p>Brand/Model: Laerdal 82001933</p>	\$9.98/Each
<p>4.10.8 First Aid Kit – Individual Kit, Type 1 NSN# 6545-00-656-1092</p> <p>INDIVIDUAL FIRST AID KIT: Kit shall at minimum include first aid supplies for one person. Packaged in a handy two-piece plastic box, the kit includes antiseptics, assorted bandages, latex gloves, mouth-to-mouth</p>	\$29.98/Each

<p>barrier, towelette, adhesive tape and pain relievers. Brand/Model: Grainger 6545-00-656-1092</p>	
<p>4.10.11 Combat Application Tourniquet (C-A-T) - Tactical Black</p> <p>Proven to be 100% effective in occluding blood flow in both lower and upper extremities; includes single routing buckle for faster application; reinforced windlass, stabilization plate, windlass clip and writeable windlass security strap; including Red Tip Technology elliptical tab that provides visual clues during application.</p> <p>Brand/Model: NAR # 30-0001 (NSN#:6516-01-521-7976)</p>	<p>\$22.11/Each</p>
<p>4.10.12 Nasopharyngeal Airway 28 F with Lubricant</p> <p>Dependable, secure and effective, does not dislodge during transport and is equipped with sealed packet of surgical lubricant for easy insertion.</p> <p>Brand/Model: North American Rescue NAR # ZZ-0034 (NSN# 6515-01-529-1187)</p>	<p>\$4.25/Each</p>
<p>4.10.13 Hyfin Vented Chest Seal Twin Pack</p> <p>Completely occlusive dressing designed for the treatment and management of an open chest wound cause by penetrating trauma; adhesive creates superior seal; transparent backing allows easy placement over wound; red elliptical tab for single-step peel-and-adhere application.</p> <p>Brand Reference: NAR # 10-0015 (NSN# 6510-01-642-6212)</p>	<p>\$10.99/Each</p>
<p>4.10.14 Combat Gauze LE, Z-Fold</p> <p>Soft, white, sterile, non-woven, Minimum 3 inches X 4 yards</p>	<p>\$27.98/Each Case</p>

<p>Z-folded gauze impregnated with kaolin. Individually wrapped in an easy rip, military grade foil pouch. Minimum 5-year shelf life.</p> <p>Brand Reference: NAR #30-0109</p>	
<p>4.10.15 S-Rolled Gauze - 4.5 inch</p> <p>4.5 in. x 4.1 yd Sterile, 6-ply premium cotton gauze. S-rolled.</p> <p>Uses packaging configuration and dispenser that allows controlled application as a complete unit or in a continuous linear feed; Unused portion remains protected from contamination during application.</p> <p>Brand/Model: NAR # 30-0003 (NSN# 65610-01-605-2234)</p>	<p>\$1.89/Each</p>
<p>4.10.16 Flat Emergency Trauma Dressing (ETD) – 6-inch length</p> <p>Sterile bandage suitable for applying immediate direct pressure; Flat folded, vacuum configuration; resilient elastic wrap equipped with a sterile non-adherent pad, durable securing device.</p> <p>Brand/Model: NAR # 30-0094</p>	<p>\$6.49/Each</p>
<p>4.10.17 ARS/ Needle Decompression (10-gauge x 3.25 in.)</p> <ul style="list-style-type: none"> • Strong, reliable needle/catheter: 10-gauge x 3.25 in. • Rugged needle/catheter protective tube • Easy ID textured twist top with handy clip • Easy-open container for quick access • Capless flash chamber for immediate confirmation of needle placement • Convenient, compact size <p>Brand/Model: NAR # ZZ-0298</p>	<p>\$12.98/Each</p>

4. Billing and Payment - All billing shall be invoiced to the ordering Boone County Office of Emergency Management. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Delivery - Delivery shall be made FOB Destination Freight Prepaid and Allowed to Boone County Office of Emergency Management located at 2145 County Drive in Columbia, Missouri. Delivery is 30 calendar days ARO with the exception of line item 4.10.15 (S-Rolled Gauze) which is approximately 8-weeks but is subject to change due to pandemic supply issues.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office using the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

NORTH AMERICAN RESCUE, LLC

by Will Jamison
7A8D06E79A2A449...
title Associate General Counsel

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
County Counselor

DocuSigned by:
[Signature]
County Clerk

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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

2702/23050: \$67,565.00

DocuSigned by:
Jane E Pitcock by J
Ms. Francesca Regard
Signature

12/3/2020

Date

Appropriation

Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 8th day of December 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 Sole Source Vendor List for another year, ending December 31,2021

Done this 8th day of December 2020

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Barry
Fred J. Barry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

8th

day of

December

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 Contract Amendment #4 AEPA-017-B- Photocopier with Maintenance Service - 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 Number Four.

Done this 8th day of December 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

**CONTRACT AMENDMENT NUMBER FOUR
FOR
PHOTOCOPIER WITH MAINTENANCE FOR SHERIFF DEPARTMENT**

The Agreement **AEPA-017-B** dated the 17th day of January 2019 made by and between Boone County, Missouri and **SumnerOne, Inc., D/B/A Image Technologies of Missouri** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Amendment Number Two to Contract AEPA-017-B referred to the purchase of a Konica Minolta C558-55PPM Copier/Printer/Scanner for the Boone County Sheriff's Department. The copier is no longer in stock prompting Amendment Number Four which rescinds the purchase referred to in Amendment Number Two.
2. In lieu of the Konica Minolta C558-55PPM Copier/Printer/Scanner, the Boone County Sheriff's Department shall purchase a Konica Minolta bizhub C550i pursuant to the attached quote prepared by **Wayne Rueger** for SumnerOne dated **November 24, 2020** which is attached and incorporated into the contract by reference. **ADD** one (1) multifunction color Copier/Printer/Scanner with maintenance for the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202, Phone: (573) 876-2149, e-mail: LQuick@boonecountymmo.org.

Copier: Konica Minolta bizhub C550i Color Copier/Printer/Scanner
Included: One (1) PC-417 Paper Feed Cabinet (1,500 + 1,000 Sheets), and One (1) FS-533 Inner Finisher

TOTAL ACQUISITION PRICE: \$12,499.57

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

Maintenance shall be provided for the copier as follows:

- Black & White @ \$0.0070/impression; Color @ \$0.0454/impression.
Zero minimum.
- Includes parts, labor, all preventative maintenance, and consumables (i.e. Toner and drum). Excludes paper and staples.
- 5 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin upon installation of equipment. **Maintenance rates are firm for five (5) years ending on December 31, 2025.** Maintenance will automatically renew yearly through December 31, 2025 unless the County gives a 30-day termination notice.

Contractor's on-site maintenance for copier shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

- 3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement as amended by previous amendment shall remain in full force and effect.

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

SUMNERONE, Inc.
D/B/A
IMAGE TECHNOLOGIES OF MISSOURI

BOONE COUNTY, MISSOURI

By: Wayne Rieger
DocuSigned by: A81B5009E70C45A...

By: Boone County Commission

Title: President / Head of Service Operations

Daniel K. Atwill
DocuSigned by: Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
DocuSigned by: County Counselor

Brianna L. Lennon
DocuSigned by: County Clerk

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.)

Copier: 1255-92300/\$12,499.57; Maintenance Service: 1255-60050: \$1,110.00
Black & White @ \$0.0070/impression; Color @ \$0.0454/impression. Zero minimum

[Signature] 12/2/2020
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the 8th day of December 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 Contract Amendment #1 – 10-31DEC20C – Band for the 2020 Bicentennial Celebration.

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 Number One.

Done this 8th day of December 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 8th day of December 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 by the Purchasing Department for approval of the contract with MO Auto Auction 15-24APR15 – Auction Services for Surplus Vehicles.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal Forms.

Done this 8th day of December 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Dary

Fred J. Dary
District I Commissioner

Janel M. Thompson

Janel M. Thompson
District II Commissioner

535-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the 8th day of December 20 20

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

Now on this day the County Commission of the County of Boone, as required by statute, does hereby spread upon the records of the Boone County Commission the transmittal of the Clark Lane Transportation Development District (the "District") Official Election Results relating to an increase of the TDD Sales Tax as certified by the Circuit Clerk.

Done this 8th day of December 2020.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Ratty

Fred J. Ratty
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the 8th day of December 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 an amendment to the proposed 2021 Budget sufficient to fund an annual salary of \$34,403.20 in position 163, Senior Administrative Assistant.

Done this 8th day of December 2020.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Pary
Fred J. Pary
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

8th

day of

December

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 Release of Stormwater Security Agreement and Irrevocable Letter of Credit between County of Boone and Nursery Heights Development Group LLC

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

Done this 8th day of December 2020

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Paury
Fred J. Paury
District I Commissioner

Janel M. Thompson
Janel M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the 8th day of December 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 proposed land use fees per attachment as established by the Resource Management Department. Fees will be effective January 1, 2021

Done this 8th day of December 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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

December

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 proposed building permit fees per attachment as established by the Resource Management Department. Fees will be effective January 1, 2021

Done this 8th day of December 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

Stormwater Erosion and Sediment Control Security Agreement

Date: 11/25/2020

Developer/Owner Name: JR2 Development, LLC
Address: 2900 Chinaberry Dr.
Columbia, MO 65201

Development: Crescent Ridge Subdivision

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Crescent Ridge. The SWPPP and ESC was prepared by Simon & Struempff Engineering on October 16, 2020.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 23rd day of October 2021, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$135,490.83 which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to October 23, 2021, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Cash deposit can be released to Developer. If no written proof has been provided to the financial institution issuing Cash deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on October 23, 2021, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Cash deposit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

CASHIER'S CHECK
Central Bank of Boone County

205 S Keene St Columbia, MO 65201-6621

293570

000990914

JR2 DEVELOPMENT LLC

Remitter

Date November 25, 2020

PAY To The

Order Of *** Boone County *** \$135,490.83

****One Hundred Thirty Five Thousand Four Hundred Ninety Dollars and 83/100**** Dollars

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

Two Signatures required for over \$1,000.00

Memorandum

For _____

NOT NEGOTIABLE

MAINTENANCE CHARGES

If the negotiable instrument you purchased is not presented for payment in 3 years this Bank will impose a deposit maintenance charge against the funds represented by that instrument. A Charge of \$5 per month will be deducted from the amount payable upon the check beginning from date of issuance.

MPC:1

CASHIER'S CHECK
Central Bank of Boone County

205 S Keene St Columbia, MO 65201-6621

293570

Operator ID: H023036

80-85/815

JR2 DEVELOPMENT LLC

Remitter

Date November 25, 2020

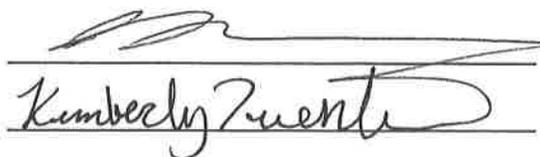
PAY To The

Order Of *** Boone County *** \$135,490.83

****One Hundred Thirty Five Thousand Four Hundred Ninety Dollars and 83/100**** Dollars

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

Two Signatures required for over \$1,000.00



⑈ 293570⑈ ⑆08 1500859⑆ 000990914⑈



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315
COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 * INSPECTION (573) 886-4339 * ENGINEERING (573) 886-4480
FAX (573) 886-4340

BILL FLOREA, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

October 29, 2020

Keenan Simon, PE
Simon & Struempff Engineering
210 Park Ave.
Columbia, MO 65203

RE: Review of Stormwater Pollution Prevention Plan (SWPPP) for Crescent Ridge (LD 1453)

The Stormwater Pollution Prevention Plan (SWPPP) for the above project has been reviewed and approved. We have received the land disturbance permit application and \$150.00 permit fee, and Missouri DNR operating permit MORA16669.

The security requirement for this project is \$135,490.83 (refundable). Costs are detailed in the attached worksheet. The security requirement may be paid at the Resource Management office (Boone County Government Center, third floor). Checks should be made out to "Boone County". The form of security acceptable for this project is a Cashier's Check, Certificate of Deposit, Corporate Security Bond, or Letter of Credit. **Please contact our office for an approved template based on the security you choose.**

The contractor may install the perimeter controls and construction entrance. These items will be inspected during the pre-construction meeting, at which time the County Inspector will issue a Boone County Land Disturbance Permit. Please contact me at 573-886-4330 to schedule your pre-construction meeting. I strongly urge the consultant, contractor, and owner to attend. Please contact me if you have any questions.

Respectfully,

Nicki Fuemmeler
Stormwater Coordinator

CC: Bill Florea, Director, Resource Management
Jeff McCann, Chief Engineer, Resource Management
Pat Devaney, Engineer, Resource Management
Keith Austin, Chief Construction Inspector, Resource Management
James Krogman, JR2 Development LLC

Attachments: Security requirement cost analysis

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By:  _____

Printed Name: Jim Krogman _____

Title: Developer / owner _____

BOONE COUNTY, MISSOURI:

Department of Resource Management



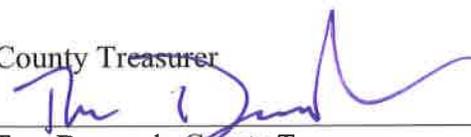
Bill Florea, Director Resource Management

County Commission:

Daniel K. Atwill, Presiding Commissioner

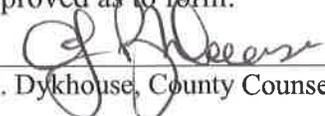
Attest:

Brianna L. Lennon, Boone County Clerk

County Treasurer


Tom Darrough, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

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ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: _____

Printed Name: _____

Title: _____

BOONE COUNTY, MISSOURI:

Department of Resource Management

Bill Florea, Director Resource Management

County Commission:

Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon, Boone County Clerk

County Treasurer

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By: _____

Printed Name: _____

Title: _____

BOONE COUNTY, MISSOURI:

Department of Resource Management

Bill Florea, Director Resource Management

County Commission:

Daniel K. Atwill, Presiding Commissioner

Attest:

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ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER

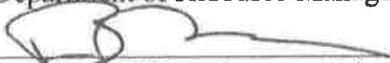
By: 

Printed Name: Jim Kroger

Title: Developer / owner

BOONE COUNTY, MISSOURI:

Department of Resource Management

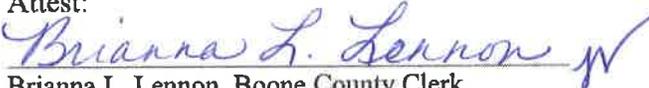

Bill Florea, Director Resource Management

County Commission:

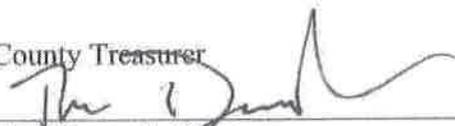
Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

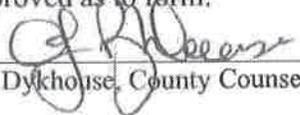
Attest:


Brianna L. Lennon, Boone County Clerk

County Treasurer


Tom Darrough, County Treasurer

Approved as to form:


C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the 8th day of December 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 Stormwater Security Agreement and Cash Deposit for Crescent Ridge Subdivision between County of Boone and JR2 Development, LLC

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

Done this 8th day of December 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

541-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

December

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 contract for CARES funding with Stephens College. The terms of the agreement are set out in the attached.

Done this 8th day of December 2020.

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

ATTEST:

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

18. **Notice.**

- a. Any written notice or communication to **County** shall be mailed or delivered to: Boone County OEM, CARES funding program, 2145 County Drive, Columbia, MO 65202.
- b. Any written notice or communication to **Awardee** shall be electronically submitted to Awardee's contact email on file with County and/or mailed or delivered to: Stephens College, 1200 E. Broadway, Campus Box 2006, Columbia, MO 65215.

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

Stephens College, Awardee

By:

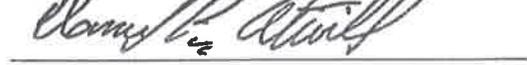


Printed Name & Title:

Dane Fuhman - Vice President for Finance and Administration

Boone County, Missouri

By: Boone County Commission



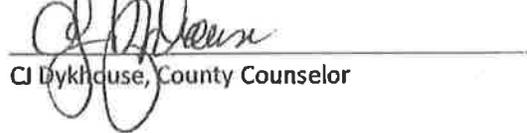
Daniel K. Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

Approved as to Legal Form:



CJ Dykhuse, County Counselor

BOONE COUNTY 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.)

June Pitchford by JF

Signature

12/7/20

Date

2982-84200

Appropriation Account



AGREEMENT FOR CARES FUNDING Higher Education PPE & Sanitation Funding

THIS AGREEMENT dated the 7th 8th day of December, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and Stephens College, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**Awardee**".

WHEREAS, County received \$21,171,910.00 in funding from the State of Missouri as County's allocated share of the CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding from the federal government and County received over \$40,000,000 in applications for the award of said funding; and

WHEREAS, County desires to administer said funding in a transparent, accountable, and fiscally-responsible manner; and

WHEREAS, Awardee has submitted an application for CARES funding through the County's online CARES portal administered by the County's Office of Emergency Management; and

WHEREAS, the Boone County Commission has decided to award funding to Awardee in the amount, and on the terms and conditions, set out in this Agreement; and

WHEREAS, the parties agree to cooperate on the form and content of expenditure documentation in order to comply with federal guidance on the appropriate use of CARES funding, including submission through the County's electronic portal operated by County's Office of Emergency Management; and

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury, most recently updated as of October 19, 2020 and the Federal Funding Certification executed by Boone County dated April 29, 2020 is to be considered part of this formal contract and is incorporated as if fully set forth herein.

- b. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary expenditure for purposes of the CARES Act.
- c. Awardee has not documented any expenditures under this Agreement for which Awardee received any other emergency COVID-19 supplemental funding for the same expense.
- d. Awardee shall return to County expenditure that is later found to not adhere to applicable federal restrictions.
- e. The person signing the final certification has authority to do so on behalf of and for Awardee.

6. ***Avoiding Duplication of Funding.*** Awardee shall not invoice County for expenses invoiced to another funding source. Awardee shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Awardee agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

8. ***Modification or Amendment.*** In the event Awardee requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the County's Office of Emergency Management for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Awardee shall comply with all applicable local, state, and federal laws.

10. ***Discrimination.*** Awardee will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws and county or municipal statutes or ordinances which prohibit discrimination in employment and the delivery of services.

11. ***Subcontracts.*** Awardee may enter into subcontracts for components of the contracted service as Awardee deems necessary within the terms of the contract. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

8th

day of

December

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 Contract Amendment #1 CARES with CMCA Funding for Utility Assistance.

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 Number One.

Done this 8th day of December 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



Contract Amendment #1
AGREEMENT FOR CARES FUNDING
CARES FUNDING FOR UTILITY ASSISTANCE

THIS AGREEMENT dated the _____ day of _____, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the **Central Missouri Community Action**, a nonprofit corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as "**CMCA**".

WHEREAS, County and CMCA have entered into an Agreement approved in Boone County Commission Order 459-2020; and

WHEREAS, the parties desire to amend said Agreement; and

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree to amend their Agreement as follows:

1. **Amend Paragraph 3 to read as follows:** County will pay CMCA an amount not-to-exceed Five Hundred Thousand Dollars (\$500,000.00) for a utility assistance program as more fully described herein, with no more than 10% of said funding being used by CMCA for its actual costs to administer the program. (This increases CMCA's costs percentage from 5% to 10%).
2. **Amend Paragraph 4(c)(i) to read as follows:** A one-time payment provided to each utility customer, per customer, totaling the amount owed. (This deletes the prior "at the time of the request" language).
3. **Amend Paragraph 4(d)(ii) to read as follows:** County authorizes CMCA to reimburse itself for its actual costs to administer this program up to a not-to-exceed maximum of 10% of the contract payments to CMCA. (This increases CMCA's costs percentage from 5% to 10%).
4. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

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

CMCA

By:

Darin Preis

11/30/2020

Darin Preis, Executive Director

Boone County, Missouri

By: Boone County Commission

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

CJ Dykhouse

CJ Dykhouse, County Counselor

BOONE COUNTY 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.)

Jane Pitchford by F

12/2/20

2982-84200

Signature

Date

Appropriation Account