

166 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 21

In the County Commission of said county, on the 22nd day of April 20 21

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

Now on this day the County Commission of the County of Boone does hereby approve an Easement Acquisition Agreement with Crown Enterprises, Inc. and authorizes the Presiding Commissioner to execute said agreement.

Done this 22nd day of April 2021.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

EASEMENT ACQUISITION AGREEMENT

THIS AGREEMENT, made by and between, Crown Enterprises, Inc., a corporation of the State of Michigan, herein the "OWNER" and The County of Boone, a political subdivision of the State of Missouri, herein the "COUNTY", accompanies, and its performance is part of the consideration for, the acquisition of a Permanent Drainage Easement and Temporary Construction Easement in connection with the Boone County project, herein the "PROJECT", known and described as: Boone Industrial Stormwater Rehabilitation Project

IN CONSIDERATION OF the performance of this Agreement's obligations, and the Owner's benefits derived from the agreement, the parties agree to the following:

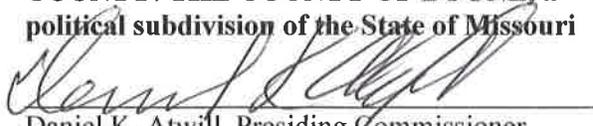
1. Owner will sign and deliver the attached Permanent Drainage Easement and Temporary Construction Easement no later than 30 days after both parties have fully executed this agreement. The easement contains the legal description of the land needed as easement for completion of the Project referred to above, said land referred to herein as the "Right-of-Way Area".
2. County will complete the Project in accordance with the plans and schedule established by the County, subject to County's acquisition of all right-of-way needed for completion of the Project and funds being appropriated for its completion. A copy of the current plan is attached hereto and incorporated herein by reference. County will also offer an opportunity for Owner to participate in a project planning meeting to discuss details of the project and temporary impacts anticipated during construction.
3. Areas located within permanent right-of-way and associated easements will be restored and seeded and mulched at County expense.
4. The County will pay Owner Ten Thousand Dollars (\$10,000.00) for the Easements. Owner will provide Owner's tax identification number to County pursuant to requirements of IRS regulation 1.6045-4 before receiving this payment.
5. This written agreement and the Permanent Drainage Easement and Temporary Construction Easement constitute the only agreements between the Owner and the County for acquisition of the right-of-way described in the attached easement for the Project referred to above and they shall be binding upon the Owner and the County and their heirs, personal representatives, officers, agents, successors, and assigns. This acquisition is made under threat of condemnation.

IN WITNESS WHEREOF, the parties have signed this agreement and said agreement shall be effective as to each party on the date indicated by their signature.

OWNERS: CROWN ENTERPRISES, INC.

**COUNTY: THE COUNTY OF BOONE, a
political subdivision of the State of Missouri**

By: Michael Samhat, President


Daniel K. Atwill, Presiding Commissioner

Date:


MARCH 31, 2021

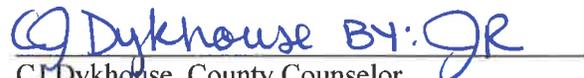
Date:

4-15-21

ATTEST:


Brianna Lennon, County Clerk

APPROVED AS TO LEGAL FORM:


CJ Dykhouse, County Counselor

APPROVED BY RESOURCE MANAGEMENT:


Bill Florca
Director, Resource Management

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) incurred by this contract. (Note: Certification of the contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

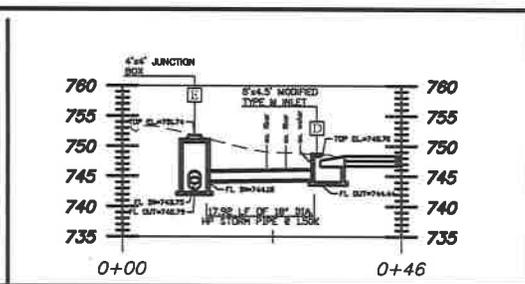
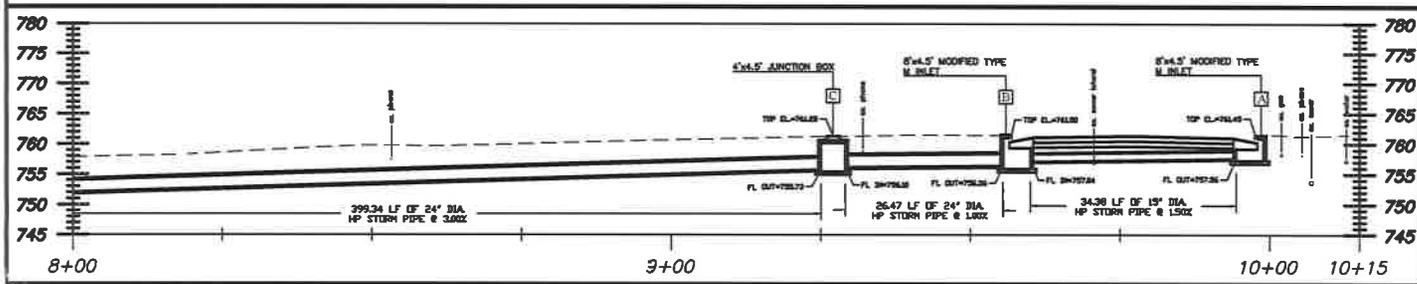
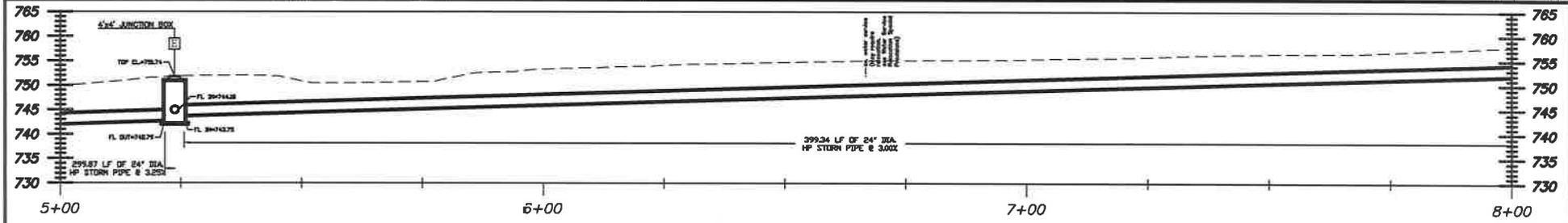
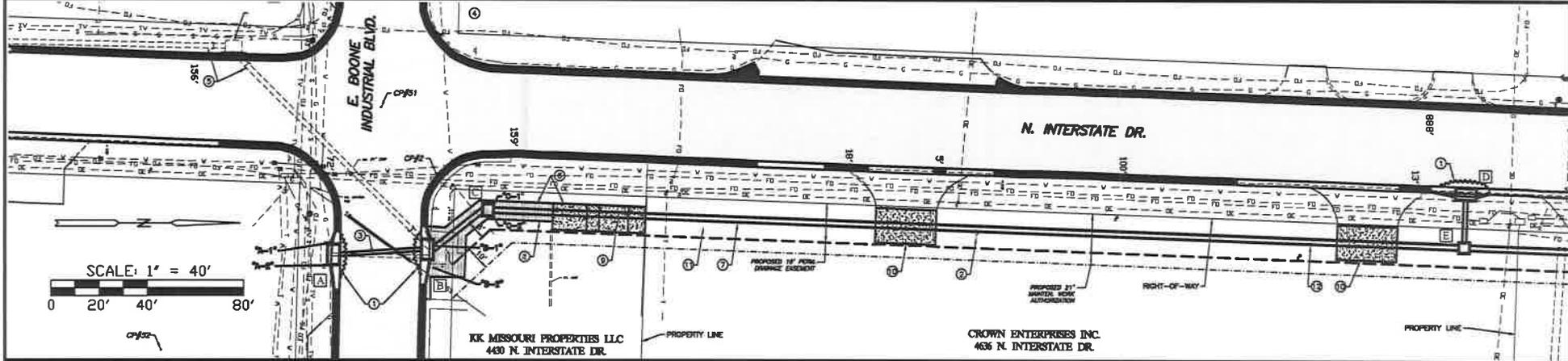
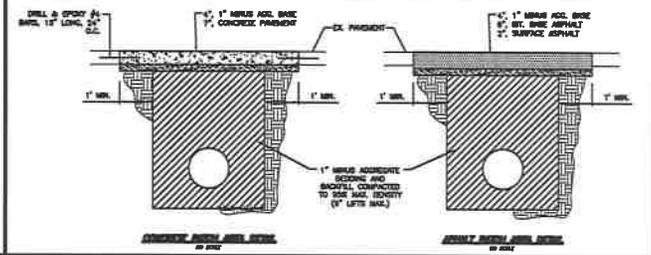
 by  4/14/21 2041/71118 - \$10,000.00
Signature Date Dept./Acct#

STORMWATER A-J SITE PLAN NOTES (2):

- ① INSTALL INLET PROTECTION ON ALL DOWNSTREAM STORMWATER STRUCTURES PRIOR TO ANY CONSTRUCTION ACTIVITIES. INSTALL INLET PROTECTION ON PROPOSED INLETS AFTER CONSTRUCTION. MAINTAIN PROTECTIONS PER SPECIAL PROVISIONS.
- ② REMOVE AND SET ASIDE ANY SIGNS, LANDSCAPING BouldERS, RETAINING WALL BLOCKS, ETC. THAT WILL BE IN CONFLICT WITH CONSTRUCTION. REINSTALL ALL THESE ITEMS IN THEIR ORIGINAL LOCATION AFTER STORMWATER CONSTRUCTION IS COMPLETE.
- ③ EXCAVATE, REMOVE, AND DISPOSE OF EXISTING STORMWATER PIPES AND INLETS.
- ④ REMOVE EXISTING STORMWATER INLET. BACKFILL EXCAVATION WITH 1" MINUS AGGREGATE IN 6"-8" COMPACTED LIFTS TO THE CROWN OF ADJACENT PIPES. BRING TO FINISHED GRADE WITH NATIVE SOIL CAPPED WITH 4" OF TOPSOIL, FERTILIZER, SEED, AND STRAW MULCH.
- ⑤ CAP EXISTING STORMWATER PIPE AND FILL WITH CEMENTITIOUS FLOWABLE FILL.
- ⑥ MAKE FULL DEPTH SAW CUT AND REMOVE EXISTING PAVEMENT.
- ⑦ CONSTRUCT PROPOSED STORMWATER INLETS AND PIPES PER PLANS, PROFILE, DETAILS, AND SPECIAL PROVISIONS.
- ⑧ CONSTRUCT ASPHALT PATCH PER "ASPHALT PATCH AREA DETAIL."
- ⑨ CONSTRUCT CONCRETE PATCH PER "CONCRETE PATCH AREA DETAIL." IF EDGE OF PATCH IS 3" OR LESS FROM EXISTING JOINT, MAKE FULL DEPTH SAW CUT AND TAKE PATCH EDGE TO EXISTING JOINT. CUT ON FORM CONTROL JOINTS WHICH MATCH JOINTS IN ADJACENT SLABS.
- ⑩ BRING AGGREGATE BACKFILL UP TO THE SURFACE IN COMPACTED LIFTS TO REESTABLISH GRAVEL DRIVEWAYS.
- ⑪ ALL DISTURBED AREAS SHALL BE BROUGHT TO FINISHED GRADE WITH A 4" LAYER OF TOPSOIL. TOPSOIL SHALL RECEIVE SEED, FERTILIZER, AND STRAW MULCH.
- ⑫ EXISTING CUY WIRE TO BE RELOCATED BY OTHERS.

STORMWATER INLETS C-A POINTS

POINT #	NORTHING	EASTING	ELEV.
C-1	1152373.6970	1691669.0065	760.66
C-2	1152373.6971	1691614.9829	760.66
B-1	1152349.8960	1691623.4816	761.46
B-2	1152348.8693	1691632.4790	761.56
A-1	1152304.7736	1691625.4783	761.41
A-2	1152304.5709	1691634.4761	761.92



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April Session of the April Adjourned

Term. 20 21

In the County Commission of said county, on the 22nd day of April 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the Emergency Management Performance Grant Award Letter.

It is further ordered the Presiding Commissioner is hereby authorized to sign said grant award letter.

Done this 22nd day of April 2021.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



BOONE COUNTY
Office of Emergency Management

2145 County Drive
Columbia, MO 65202
573-554-7900

MEMORANDUM

DATE: April 14, 2021

TO: Dan Atwill, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Chris Kelley, Deputy Director 

SUBJECT: Emergency Management Performance Grant Award Letter

Enclosed is the 2021 Emergency Management Performance Grant (EMPG) Application. The EMPG funding is a 50/50 cost split between the County and FEMA to ensure Emergency Management (EM) is effective across the country.



Application

123898 - FY21 Emergency Management Performance Grants - Final Application

**124878 - Emergency Management Performance Grant
Emergency Management Performance Grants (EMPG) Local**

Status:	Submitted	Submitted Date:	04/13/2021 5:05 PM	Submitted By:	Della Luster
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Applicant Information

Primary Contact:

Name:*	Ms.	Della	Luster
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>

Job Title:* Administrative Coordinator

Email:* dluster@boonecountymo.org

Mailing Address:* 2145 County Drive

Street Address 1:

Street Address 2:

*	Columbia	Missouri	65202
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>

Phone:* 573-554-7907 Ext.

Fax: 573-442-3828

Organization Information

Applicant Agency:* Boone County, Emergency Management Agency

Organization Type:* Government

Federal Tax ID#: 436000349

DUNS #: 073755977

SAM/CCR CAGE Code:
Valid Until Date

Organization Website: www.showmeboone.com/OEM

Mailing Address:* 2145 County Drive
Street Address 1:
Street Address 2:
City* Columbia Missouri 65202 0000
City State/Province Postal Code/Zip + 4
County:* Boone
Congressional District:* 04
Phone:* 573-554-7900 Ext.
Fax: 573-442-3828

Contact Information

Authorized Official

Enter the name and address of the individual who has the authority to legally bind the applicant agency.

- *City Government - If the applicant agency is a city, the mayor/ city administrator shall be the Authorized Official.*
- *County Government - If the applicant agency is a county, the presiding commissioner shall be the Authorized Official.*

Authorized Official:* Mr. Daniel Atwill
Title First Name Last Name

Job Title:* Presiding Commissioner
Agency:* Boone County Commission
Mailing Address:* 801 E. Walnut, Suite 333
Street Address 1: 801 E. Walnut
Street Address 2: Suite 333
City/State/Zip* Columbia Missouri 65201
City State Zip Code

Email:* datwill@boonecountymo.org
Phone:* 573-886-4306 Office Ext. Cell
Fax:* 573-886-4311

Project Director

For EMPG grant the EMD is the Project Director.

Emergency Management Director:* Mr. Chad Martin
Title First Name Last Name
Agency:* Boone County Emergency Management

Mailing Address:* 2145 E. County Drive
Street Address 1: 2145 E. County Drive
Street Address 2:
City/State/Zip* Columbia Missouri 65202
City State Zip Code
Email:* cmartin@boonecountymo.org
Phone:* 573-554-7900
Office Ext. Cell
Fax* 573-442-3828

Fiscal Officer

For EMPC grants the City/County Treasurer is the Fiscal Officer.

Fiscal Officer:* Mr Tom Darrough
Title First Name Last Name

Job Title:* Boone County Treasurer

Agency:* County of Boone

Mailing Address:* 801 E. Walnut Room 304

Street Address 1: 801 E. Walnut

Street Address 2: Room 304

City/State/Zip* Columbia Missouri 65201
City State Zip Code

Email:* tdarrough@boonecountymo.org

Phone:* 573-886-4367
Office Ext. Cell

Fax* 573-886-4369

Project Contact Person

Is the Emergency Management Director and the Project Contact Person the same?* No
If the EMD & Project Contact are same it is not necessary to complete the Project Contact information.

Project Contact Person: Mr. Chris Kelley
Title First Name Last Name

Job Title: Deputy Director

Agency: Boone County Emergency Management

Mailing Address: 2145 E. County Drive

Street Address 1: 2145 E. County Drive

Street Address 2:

City/State/Zip	Columbia	Missouri	65202
	City	State	Zip Code
Email:	ckelley@boonecountymo.org		
Phone:	573-554-7900	7908	573-268-6707
	Office	Ext.	Cell
Fax:	573-442-3828		

Project Narrative Justification

Project Title:* Emergency Management Performance Grant

Project Type:* Establish/enhance emergency operations center

The requested funds will be used to:* Sustainment of Existing Project

Select the primary Core Capability that will be supported by this proposed project.* Protection Operational Coordination

Project Narrative Summary*

FY2021 Funds will be utilized to ensure staff availability for the emergency operation center and resource deployment as needed.

2000 Character Limit

Staffing Pattern

Position	Chad Martin	Director	11/19/2019
	Name	Title	Hire Date
Position	Chris Kelley	Deputy Director	03/02/2020
	Name	Title	Hire Date
Position	Della Luster	Administrative Coordinator	01/11/2016
	Name	Title	Hire Date
Position			
	Name	Title	Hire Date

Position

Name	Title	Hire Date
------	-------	-----------

Position

Name	Title	Hire Date
------	-------	-----------

Position

Name	Title	Hire Date
------	-------	-----------

Position

Name	Title	Hire Date
------	-------	-----------

Baseline Requirement #1- Emergency Operations Center (EOC)

EOC Location*	Boone County ECC			
EOC Street Address:*	2145 E. County Drive	Columbia	MO	65202
	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>
EOC Phone Number*	573-554-7900	573-268-6707		
	<small>Primary EOC Number</small>	<small>EOC Alternate Phone Number</small>		
EOC Contact Person*	Chris Kelley			
	<small>Name</small>			
Contact Person Address*	2145 E. County Drive	Columbia	MO	65202
	<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>

Baseline Requirement #2- Local Emergency Operations Plan (LEOP)

I understand as a minimum requirement my awarded agency must update/review our LEOP every 2 years and maintain SEMA verification documents with identified changes.*

Yes

Date of Last LEOP update/review?*

10/27/2020

Have you provided your State Emergency Management Agency (SEMA) Area Coordinator with your agency's LEOP?*

Yes

Baseline Requirement #3- National Incident Management System (NIMS)

1. Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?*

Yes

2. Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program?*

Yes

3. Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?*

Yes

4. Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?*

Yes

5. Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?*

Yes

6. Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?*

Yes

Baseline Requirement #4- Training Requirements

1. Have all EMPG funded personnel completed the minimum required FEMA trainings?*

Yes
 IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242, IS 244, IS 700, IS 800.
 Required completion within 12 months of hire.

2. All EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises have completed the minimum required SEMA trainings?*

Yes
 L-146 HSEEP, prior to taking the course students must complete IS-120.a.
 Required completion within 24 months of hire.

3. Have all EMPG funded personnel completed the additional required FEMA trainings?*

Yes
 G 191, IS 2200 and IS/K 2300.
 Required completion within 24 months of hire.

If answered 'No' on either training requirements questions 1,2 or 3 above, provide your plan to achieve training compliance in the sections below.

1st Qtr. planned activities: Exercises and training as available

250 Character Limit

2nd Qtr. planned activities: Exercises and training as available

250 Character Limit

3rd Qtr. planned activities: Exercises and training as available

250 Character Limit

4th Qtr. planned activities: Exercises and training as available

250 Character Limit

Baseline #5- Exercise Requirements

1. I understand all EMPG funded personnel must participate in no less than two (2) exercises per calendar year with one exercise being Operations based. The Severe Weather Drill and the Great Shake Out Drill will no longer be considered allowable EMPG exercises for this requirement.*

Yes

Baseline Requirement #6- Integrated Preparedness Planning Workshop

I understand that all EMPG sub-recipients are required to conduct or participate in an annual Integrated Preparedness Planning Workshop (IPPW).*

Yes

At a minimum EMPG sub-recipients should maintain a local IPP that addresses the jurisdiction's compliance with EMPG training and exercise requirements.

Baseline Requirement #7- WebEOC

I understand that my awarded agency will be required to utilize WebEOC during incidents, events and related WebEOC trainings.*

Yes

Baseline Requirement #8- THIRA

Threat and Hazard Identification and Risk Assessments (THIRA)

I understand that all EMPG sub-recipients are required to participate in the development or maintenance of state or regional THIRA at a minimum of at least once every three (3) years.*

Yes

Participation in THIRA development may include serving as a member of regional working groups, interacting with state or regional THIRA planners, and/or answering THIRA data call queries.

This Form Completed By:

* Della Luster Admin Coordinator 573-554-7907
 Name Title Phone

* dluster@boonecountymmo.org 04/12/2021
 E-mail Date Completed

Personnel

Line Item Code:	Name:	Position Title:	Position Status:	Employment Status:	Total Annual Salary:	% of Grant Funded Time:	Total Salary Cost:	Federal Amount:	Match Portion Provided:
1001	Chad Martin	Director	Existing	Full Time	\$65,088.40	100.0	\$65,088.40	\$32,544.20	\$32,544.20
1003	Della Luster	Administrative Coordinator	Existing	Full Time	\$39,478.40	100.0	\$39,478.40	\$19,739.20	\$19,739.20
1002	Chris Kelley	Deputy Director	Existing	Full Time	\$62,150.40	100.0	\$62,150.40	\$31,075.20	\$31,075.20
								\$83,358.60	\$83,358.60

Personnel Justification

For each position, provide narrative justification.

If you request a new position or an increase for a current position, please explain why it is being requested. How has the agency paid for this expense in the past?

Chad Martin was promoted to Director on 11/21/19.

EMD-Plans, organizes, and directs the operations of the OEM program with local government, coordinates the OEM program with other programs of the county, supervises all personnel assigned to the program, meets with local, State, and FEMA officials to coordinate the OEM program.

Deputy Director-Assists the EMD in carrying out his assigned duties above.

Admin Coordinator-Maintains calendars and appointments, maintains records for OEM functions, prepares all grant documents, pays bills for OEM, and coordinates and monitors siren maintenance.

5000 character limit

Personnel Benefits

Line Item Code:	Name:	Indicate the % of total benefits:	Total Benefits:	Federal Portion:	Match Portion Provided:
2001	Chad Martin	22.89	\$14,901.20	\$7,450.60	\$7,450.60
2002	Chris Kelley	24.66	\$15,328.58	\$7,664.29	\$7,664.29
2003	Della Luster	28.9	\$11,409.12	\$5,704.56	\$5,704.56
				\$20,819.45	\$20,819.45

Personnel Benefits Justification

If personnel benefits are included in the budget, provide percentage breakdown by position for each fringe benefit.

This includes FICA, health, dental, and life insurance, retirement match, and workers compensation.

5000 Character Limit

Emergency Operation Center Supplies & Operating Expenses

Line Item Code:	Supply/Operation Type:	Item Name:	Quantity:	Unit Cost:	Total Supply and Operation Cost:	Federal Portion:	Match Portion Provided:
3001	Contractual (Services, Maintenance, Etc.)	Siren Maintenance	1.0	\$46,000.00	\$46,000.00	\$23,000.00	\$23,000.00
						\$23,000.00	\$23,000.00

Emergency Operations Center Supplies & Operating Expenses Justification

If supplies or operating expenses are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

Siren maintenance paid monthly to ensure our outdoor warning sirens function properly.

Emergency Operation Center Office Equipment

Line Item Code:	Item Name:	AEL Category:	Qty:	Unit Cost:	Total Office Equipment Costs:	Federal Portion:	Match Portion Provided:
						\$0.00	\$0.00

Emergency Operations Center Office Equipment Justification

If equipment is included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

5000 Character Limit

Travel

Line Item Code:	Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Federal Portion:	Match Portion Provided:
					\$0.00	\$0.00

Travel Justification

If travel is included in the budget, provide justification for each expense. Explain why it is necessary to the success of the proposed project. Include: schedule of travel, duration, location and frequency.

For conferences, identify the location, date(s), and attendee(s) of the conference.

5000 Character Limit

Total Budget

Personnel	\$83,358.60	\$83,358.60	\$166,717.20
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	Federal	Match	Total
Benefits	\$20,819.45	\$20,819.45	\$41,638.90
	Federal	Match	Total
Supplies	\$23,000.00	\$23,000.00	\$46,000.00
	Federal	Match	Total
Office Equip	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Travel	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Total	\$127,178.05	\$127,178.05	\$254,356.10
	Federal	Match	Total

Capitalization Level

Enter your agency's capitalization level. This is the dollar amount which qualifying expenditures are recorded as fixed assets for your City/County.

Capitalization Level:* \$1,000.00

Certification of Local Match

Type of Match:	Source Name	Match Amount
Hard	County of Boone	\$127,178.05
		\$127,178.05

Supplanting

I, as my agency's Authorized Official certify that any funds awarded through the Emergency Management Performance Grant (EMPG) shall be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purposes and goals of the grant.

Select box to certify understanding:* Yes

Authorized Official Title:* Boone County Commissioner

Authorized Official Name:* Daniel Atwill

Authorized Official Phone #:* 573-886-4306

Authorized Official Email:* datwill@booncountymo.org
 Date Certified:* 04/12/2021

Audit Details

Date last audit completed: MM/DD/YYYY* 06/29/2020
 Dates covered by last audit: MM/DD/YYYY-MM/DD/YYYY* 01/01/2019 - 12/31/2019
 Last audit performed by:* Rubin Brown LLP
 Phone number of auditor* 314-290-3300
 Date of next audit: MM/DD/YYYY* 06/29/2021
 Dates to be covered by next audit: MM/DD/YYYY-MM/DD/YYYY* 01/01/2020 - 12/31/2020
 Next audit will be performed by:* Rubin Brown LLP

Audit Certification

We have exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year. We will have our Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.

Threshold Exceeded?* Yes

Certified By:

* Della Luster Admin Coordinator
First Name Last Name Title

* 2145 E.County Drive
Address

* Columbia Missouri 65202-
City State Zip Code

*

573-554-7907

dluster@boonecountymo.org

04/12/2021

Telephone

Ext. Cell Phone

E-mail Address

Date

Required Attachments

Attachment	Description	File Name	Type	File Size
NIMS Ordinance or Resolution	NIMS	NIMS Commission Order.pdf	pdf	267 KB
Audit	2019 Single Audit	2019_OMB_Circular_A-133.pdf	pdf	213 KB

Certified Application Assurance

To the best of my knowledge and belief, all data in this application is correct and the document has been duly authorized by the governing body of the agency. As the applicant agency, we attest to and will comply with the requirements of the 2021 Emergency Management Performance Grant.

I have read and am familiar with the following documents:

*2021 EMPG Program Manual
2021 EMPG Notice of Funding Opportunity*

I have provided copies of these documents to the Authorized Official and Project Director.

Your typed name as the applicant represents your acceptance of the requirements of this application.

Name:* Della Luster
Job Title:* Admin Coordinator
Date:* 04/12/2021

Other Attachments

File Name	Description	File Size
2021 Benefit Letter for Grant Reimb.pdf (82 KB)	Benefit letter	82 KB
2021 MAC Trust Rates.pdf (157 KB)	MAC Trust Rates	157 KB
2021 Wage Calcs.xlsx (16 KB)	2021-2022 Wage Calculations	16 KB
2021 WC Budget Rates (002).pdf (58 KB)	Work Comp Rate Breakdown	58 KB
Blue Valley Maintenance PO.pdf (2.8 MB)	Siren Maintenance Purchase Order, additional added for possible increase in 2022.	2.8 MB

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STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 21

In the County Commission of said county, on the 22nd day of April 20 21

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

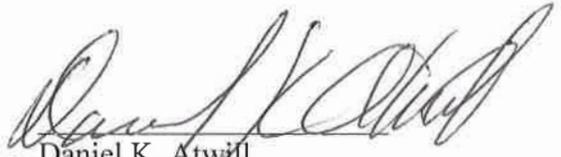
Now on this day, the County Commission of the County of Boone does hereby approve the attached Boone County – Agreement for RKB Site Radio Tower Construction Consulting Services between Boone County and David O. Dunford.

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

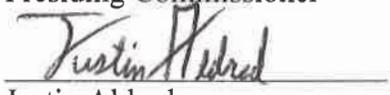
Done this 22nd day of April 2021.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County – Agreement for RKB Site Radio Tower Construction Consulting Services

THIS AGREEMENT dated the 22nd day of April 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein “County” and **David O. Dunford**, herein “Consultant.”

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

1. **Project Description.** Consultant will provide all necessary consulting services and construction administration services for the construction of a 250’ communications tower at the Rock Bridge High School at 4303 South Providence Road (RKB site).

2. **Contract Documents.** The agreement between the parties shall consist of this Consulting Services Agreement, the Tower Site Development Sequence dated 3-31-21, the Estimated Project Costs dated 3-31-21, and the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014 (and as amended in the Amendment approved in Commission Order 620-2020). In the event of conflict between any of the foregoing documents, this Consulting Services Agreement shall prevail and control over the other incorporated documents.

3. **Radio Consultant Basic Services.** In order to facilitate the construction of the 250’ tower at the RKB site, Consultant agrees to provide the following services as basic services under this Agreement:

- a. Coordinate with planning authorities and file owner site applications;

- b. Coordinate with the County's Purchasing Department;
- c. Assist in the preparation of bid specifications for all items that are to be bid, with the County's Purchasing Department to determine the appropriate procurement process for each item purchased (RFB, RFP, etc.);
- d. Participate in all pre-bid conferences;
- e. Participate and provide written recommendations as part of the evaluation of all bid responses;
- f. Coordinate with regulatory agencies, prepare and file any necessary paperwork;
- g. Coordinate and provide construction administration services with any contractors, to include but not be limited to, the following: reviewing and approving invoices submittals for compliance with contractual terms, performance requirements, and allowable amounts as part of a recommendation for payment.
- h. Coordinate with Boone County Joint Communications Budget Administrator for budget tracking, financial projections, contractor work schedules and compliance, and project status.
- i. Provide technical support for the project and related disciplines;
- j. Attend project meetings as needed; and
- k. Coordinate with the County Auditor's office for budget tracking for the project.

4. **Compensation.** County will pay Consultant at a documented, hourly rate of Sixty Dollars (\$60.00) per hour with a total contract not-to-exceed amount of Nine Thousand Dollars (\$9,000.00) for the basic services outlined in this Agreement. All services rendered in connection with this tower construction project shall be considered basic services unless the parties mutually agree otherwise in writing. Reimbursable expenses shall be handled as per the

incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014, and shall not exceed One Thousand Dollars (\$1,000.00).

5. **Insurance.** Consultant will carry insurance coverage as provided for in the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014 at all times services are being rendered under this Consulting Services Agreement.

6. **Termination.** Termination of this Agreement will be handled as per the provision of the incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014.

7. **Governing Law / Venue / Dispute Resolution.** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Associate Division of said Court for resolution. The parties may mutually agree, prior to resorting to litigation in this matter, to submit any dispute to non-binding mediation through the University of Missouri School of Law Center for Dispute Resolution.

8. **Complete Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

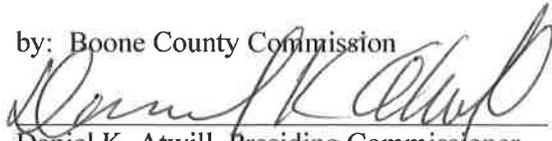
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

DAVID O. DUNFORD


David O. Dunford

BOONE COUNTY, MISSOURI

by: Boone County Commission


Daniel K. Atwill, Presiding Commissioner

ATTEST:


Brianna L. Lennon, County Clerk

APPROVED AS TO LEGAL FORM:


CJ Dykhouse, County Counselor

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 the contract do not create a measurable county obligation at this time.)


Signature

4/14/21
Date

2706-71101
Appropriation Account

Tower Site Development Sequence
New 250' Tower at RKB Site
Updated 3-31-21

Project Task	Work Week>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32				
Geo-Tech Contract and Report	C																																				
Site and Engineering Contract and Drawings	C																																				
FAA Clearance Review and Study	C																																				
NEPA/NHPA Contract	C																																				
Receive NEPA/NHPA Contracted Reports	C																																				
Send Easements to CPS for Signature		X																																			
Transact Payment to CPS for Easements			X	X																																	
Develop Tower Loading Requirements		X																																			
Prepare Bid Specs for Tower & Erection		X	X																																		
Prepare Bid Specs for Shelter		X	X																																		
Review & Award Tower and Erection (Engineering and Design First)								X	X																												
Review and Award Shelter								X	X																												
File Application with Resource Management									X																												
Prepare Specs for Civil and Foundation Work Based on Tower and Shelter Awards		X	X	X	X	X	X	X																													
Review and Award Civil Work												X	X																								
Complete Tower Steel Order Based On Time											X	X	X																								
Order & Deliver: Tower Bolts & Template																X																					
Civil Work, Tower Piers, Pads, Site															X	X	X	X																			
File Application - Electric Service										X	X																										
Construct Electric Service CoMo W&L															X	X	X	X																			
Grounding Rough In During Construction																X	X	X																			
Erect Tower																											X	X	X								
Procure Generator, Contract										X	X																										
Plan/Order Antenna/Line Material (T&S)														X	X																						
Quote from T&S Antenna/Feedline Installer																				X		X															
Deliver Generator																	X	X																			
Order/Set/Bury LP Tank											X			X	X	X																					
Shelter Delivered and Set																													X	X							
Connect Shelter Electric Service & Generator																														X	X						
Complte Final Grading and Landscaping																														X	X	X					
Install Antennas																														X	X						
Install Radio Equipment																															X	X	X				
Fencing Bid and Contract																X	X																				
Install Fencing																																		X	X		

X = Alloted Time
C = Completed

1169 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of

April

20 21

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 Boone County – Agreement for PEN Site Radio Tower Construction Consulting Services between Boone County and David O. Dunford.

The 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 22nd day of April 2021.

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner



**Boone County – Agreement for
PEN Site Radio Tower Construction
Consulting Services**

THIS AGREEMENT dated the 22nd day of April 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein “County” and **David O. Dunford**, herein “Consultant.”

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

1. **Project Description.** Consultant will provide all necessary consulting services and construction administration services for the construction of a 180’ communications tower at the Church Farm/Mid-Missouri Correctional Facility at 2580 Highway 179, Jefferson City, Missouri 65109 (PEN site).

2. **Contract Documents.** The agreement between the parties shall consist of this Consulting Services Agreement, the Tower Site Development Sequence dated 3-31-21, the Estimated Project Costs dated 3-31-21, and the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014 (and as amended in the Amendment approved in Commission Order 620-2020). In the event of conflict between any of the foregoing documents, this Consulting Services Agreement shall prevail and control over the other incorporated documents.

3. **Radio Consultant Basic Services.** In order to facilitate the construction of the 180’ tower at the PEN site, Consultant agrees to provide the following services as basic services under this Agreement:

- a. Coordinate with planning authorities and file owner site applications;
- b. Coordinate with the County's Purchasing Department;
- c. Assist in the preparation of bid specifications for all items that are to be bid, with the County's Purchasing Department to determine the appropriate procurement process for each item purchased (RFB, RFP, etc.);
- d. Participate in all pre-bid conferences;
- e. Participate and provide written recommendations as part of the evaluation of all bid responses;
- f. Coordinate with regulatory agencies, prepare and file any necessary paperwork;
- g. Coordinate and provide construction administration services with any contractors, to include but not be limited to, the following: reviewing and approving invoices submittals for compliance with contractual terms, performance requirements, and allowable amounts as part of a recommendation for payment.
- h. Coordinate with Boone County Joint Communications Budget Administrator for budget tracking, financial projections, contractor work schedules and compliance, and project status.
- i. Provide technical support for the project and related disciplines;
- j. Attend project meetings as needed; and
- k. Coordinate with the County Auditor's office for budget tracking for the project.

4. **Compensation.** County will pay Consultant at a documented, hourly rate of Sixty Dollars (\$60.00) per hour with a total contract not-to-exceed amount of Nine Thousand Dollars (\$9,000.00) for the basic services outlined in this Agreement. All services rendered in connection with this tower construction project shall be considered basic services unless the

parties mutually agree otherwise in writing. Reimbursable expenses shall be handled as per the incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014, and shall not exceed One Thousand Dollars (\$1,000.00).

5. **Insurance.** Consultant will carry insurance coverage as provided for in the Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014 at all times services are being rendered under this Consulting Services Agreement.

6. **Termination.** Termination of this Agreement will be handled as per the provision of the incorporated Radio Consulting Services Agreement between County and Consultant approved in Boone County Commission Order 402-2014.

7. **Governing Law / Venue / Dispute Resolution.** This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Associate Division of said Court for resolution. The parties may mutually agree, prior to resorting to litigation in this matter, to submit any dispute to non-binding mediation through the University of Missouri School of Law Center for Dispute Resolution.

8. **Complete Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

SO AGREED.

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

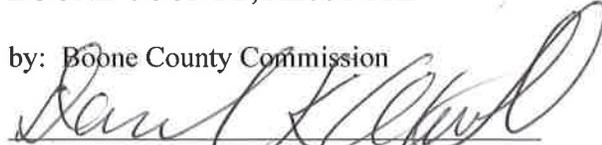
DAVID O. DUNFORD



David O. Dunford

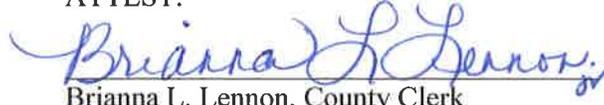
BOONE COUNTY, MISSOURI

by: Boone County Commission



Daniel K. Atwill, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

APPROVED AS TO LEGAL FORM:



CJ Dykhouse, County Counselor

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 the contract do not create a measurable county obligation at this time.)

J for June Pitchford

Signature

4/14/21

Date

2706-71101

Appropriation Account

Boone County Joint Communications
 Estimated Project Costs
 New Construction, PEN Site
 Updated 3-31-21

	Description	Vendor/Brand	Quan	Each	Extended	Procurement	Section Sub Totals
Project							
	Consulting and P/M		1	\$ 9,000.00	\$ 9,000.00	DD Contract	
	Geotech, Engr Dwgs, Site Plan, Docs		1	\$ 8,500.00	\$ 8,500.00	Crockett	
	Compliance Filing NEPA/NHPA, TCNS		1	\$ 2,400.00	\$ 2,400.00	K&K	
	Fees, Permits, Filing and Recording		1	\$ 2,500.00	\$ 2,500.00		
	Frequency coordination		1	\$ 3,500.00	\$ 3,500.00	APCO	
	Preliminary FAA Filing		1	\$ 300.00	\$ 300.00	FA&A	
							\$ 26,200.00
Site							
	Grading, prep, cleanup	Contractor	1	\$ 105,000.00	\$ 105,000.00	Bid	
	Vegetation barrier and gravel for compound				\$ -		
	Gravel for drive				\$ -		
	Underground LP tank installation				\$ -		
	Tower foundation				\$ -		
	Shelter Pad				\$ -		
	Generator pad				\$ -		
	Conduit trenching				\$ -		
	Grounding trenching				\$ -		
	Fencing	Contractor	1	\$ 25,000.00	\$ 25,000.00	Bid	
							\$ 130,000.00
Tower							
	Tower steel		1	\$ 80,000.00	\$ 80,000.00	Bid	
	Erection Service	Included w/ Twr Bid	1	\$ 50,000.00	\$ 50,000.00		
							\$ 130,000.00
Shelter							
	Shelter structure (new)		1	\$ 66,000.00	\$ 66,000.00	Bid	
	Electrical service construction cost	Three Rivers Co-Op	1	\$ 45,000.00	\$ 45,000.00	Agreement	
	Electrical service connection to building	Electrician	1	\$ 5,000.00	\$ 5,000.00	T&S	
	UPS unit, w/ bypass switch	Eaton/Best	1	\$ 9,500.00	\$ 9,500.00	Bid/T&S	
	UPS Battery system and parts	BCJC/T&S	1	\$ 2,500.00	\$ 2,500.00	T&S Parts	
	Microwave Battery Power System	BCJC/T&S	1	\$ 2,500.00	\$ 2,500.00	T&S Parts	
	Generator	Cummins	1	\$ 25,000.00	\$ 25,000.00	NASPO	
	Gaseous fuel source tank & piping	MFA	1	\$ 5,000.00	\$ 5,000.00		
	Generator electrical hookup	Electrician	1	\$ 4,500.00	\$ 4,500.00	T&S	
							\$165,000.00
Radio Equipment							
	VHF Receivers	Stock	10	\$ -	\$ -		
	VHF Transmitters	Stock	8	\$ -	\$ -		
	Master Clock/Oscillator	Spectracom 8195A	1	\$ 8,000.00	\$ 8,000.00	Bid	
	Clock output distribution amp	Spectracom 8143	2	\$ 6,500.00	\$ 13,000.00	Bid	
	Multiplex x 3 (Site, 609, & ECC)	Harris Synchrocast 3	3	\$ 10,000.00	\$ 30,000.00	Bid	
	Racks, hardware, wiring, cables	Misc	1	\$ 10,000.00	\$ 10,000.00	T&S	
	Microwave radios	Exalt/Bid	2	\$ 6,500.00	\$ 13,000.00	Bid/Quote/ NASPO	
	Grounding materials	Supply House	1	\$ 5,000.00	\$ 5,000.00	T&S	
							\$79,000.00
Antennas and Feedlines							
	Antennas/Feedline Materials	Trade	1	\$ 40,929.05	\$ 40,929.05	T&S	
	Installation	AMF Elect	1	\$ 24,000.00	\$ 24,000.00	T&S/Bid	
	VHF Transmitter Combiner -- Ten Channel	TX-RX	1	\$ 22,000.00	\$ 22,000.00	T&S	
	VHF Receiver Preselector Upgrade	TX-RX	1	\$ 16,000.00	\$ 16,000.00	T&S	
	800 Transmitter Combiner, 4-channel	TX-RX	1	\$ 6,500.00	\$ 6,500.00	T&S	
	800 Receive TTA/Dist Amp	TX-RX	1	\$ 8,500.00	\$ 8,500.00	T&S	
							\$ 117,929.05
Total							\$ 648,129.05

Tower Site Development Sequence
New 180' Tower at PEN Site
Updated 3-31-21

Project Task	Work Week>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
Geo-Tech Contract and Report	C																																	
Site and Engineering Contract and Drawings	C																																	
FAA Clearance Review and Study	C																																	
NEPA/NHPA Contract	X	X	X	X																														
Receive NEPA/NHPA Contracted Reports					X																													
Develop Tower Loading Requirements		X																																
Prepare Bid Specs for Tower & Erection		X	X																															
Prepare Bid Specs for Shelter		X	X																															
Review & Award Tower and Erection -- Engineering and Design First								X	X																									
Review and Award Shelter								X	X																									
File Request and Docs with State Office of Administration									X																									
Prepare Specs for Civil and Foundation Work Based on Tower and Shelter Awards								X	X																									
Review and Award Civil Work												X	X																					
Complete Tower Steel Order Based On ETA											X	X	X																					
Order & Deliver: Tower Bolts & Template																	X																	
Civil Work, Tower Piers, Pads, Site																	X	X	X															
File Application - Electric Service										X																								
Construct Electric Service TREC											X	X	X	X	X	X	X	X	X															
Grounding Rough In During Construction																		X	X															
Erect Tower																									X	X	X							
Procure Generator, Contract										X	X																							
Plan/Order Antenna/Line Material (T&S)														X	X																			
Quote from T&S Antenna/Feedline Installer																			X	X														
Deliver Generator																			X															
Order/Set/Bury LP Tank												X				X	X	X																
Shelter Delivered and Set																												X	X					
Connect Shelter Electric Service & Generator																													X	X				
Complte Final Grading and Landscaping																													X	X	X			
Install Antennas																													X	X				
Install Radio Equipment																														X	X	X		
Fencing Bid and Contract																	X	X																
Install Fencing																																X	X	

X = Alloted Time
C = Completed

170-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 22nd day of April 20 21

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 K-9 Maintenance Training Agreement between Boone County, MO by and through the Boone County Sheriff's Office and Osage County Sheriff's Office.

The 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 22nd day of April 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 22nd day of April, 2021, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Osage County Sheriff's Office (Agency):

WHEREAS, BCSO can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

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

1. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Eight Hundred Dollars (\$1,800.00) for the training contemplated herein, calculated at a rate of \$90/session. Agency shall pay one-half, or \$900.00, upon execution of this contract and the remaining one-half, or \$900.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$90.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

Exhibit "A"
INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the K9 Training
[hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

Richard Jarvis 04/08/21

Printed Name of Participant

Richard Jarvis

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Osage Co. Sheriff's Office
By: _____

Printed Name: MICHAEL BANHAM

Dated: 03/03/2021

ATTEST:

M. Bell

BOONE COUNTY, MISSOURI

By: _____

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

Dated: 4.22.2021

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED – BCSO:

Dwayne Carey
Dwayne Carey, Sheriff

APPROVED AS TO FORM:

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

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 appropriation sufficient to pay the costs arising from this contract.

Janet Dickford by jo 04/14/21
Auditor Date

Revenue 2570-2569

171 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

22nd

day of April

20 21

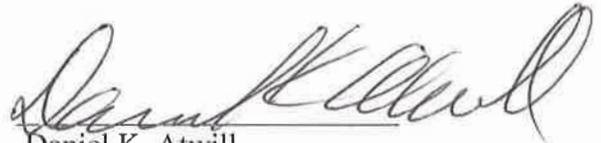
the following, among other proceedings, were had, viz:

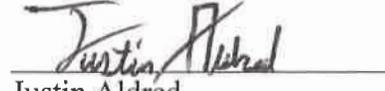
Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza and Commission Chambers by ForColumbia on May 22, 2021 from 9:30am until 12:00pm. This approval is contingent upon adherence to the current health order. The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon that inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

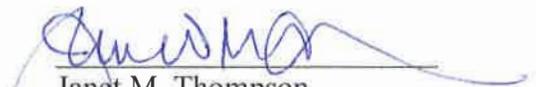
Done this 22nd day of April 2021.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: ForColumbia

Address: 3615 Southland Dr.

City: Columbia State: MO ZIP Code: 65201

Phone: 217-577-1225 Website: www.forcolumbia.com

Individual Requesting Use: Gretchen Shults

Position in Organization: Executive Team member

Address: 1602 Stoney Brook Pl.

City: Columbia State: MO ZIP Code: 65203

Phone: 217-577-1225 Email: info@forcolumbia.com

Event: ForColumbia prayer gathering

Description of Use (ex. Concert, speaker, 5K): Gathering for prayer for our city

Date(s) of Use: 5/22/21

Start Time of Setup: 9:30 AM AM/PM

Start Time of Event: 10:00 AM AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 11:30 AM AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 12:00 PM AM/PM

Emergency Contact During Event: Scott Claybrook Phone: 573-808-3932

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: ForColumbia social media platforms (Facebook, Instagram, Twitter, email)

20-30

How many attendees (including volunteers) do you anticipate being at your event? _____

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): _____

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: ____ # adults per _____ #minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: Gretchen Shults
Address: 1602 Stoney Brook Pl.
City: Columbia State: MO ZIP Code: 65203

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. 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 on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Gretchen Shults/ForColumbia Exec Team Member
Address: 1602 Stoney Brook Pl. Columbia, MO 65203
Phone Number: 217-577-1225 Date of Application: 4/7/21
Email Address: gretchenshults@gmail.com
Signature: _____

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.

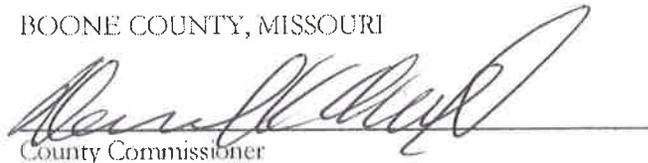
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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:


County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: 4.22.2021

JOSEPH E. SHULTS
GRETCHEN K. SHULTS
217-919-7343
1602 STONEY BROOK PL.
COLUMBIA, MO 65203

18-1/1010

2631

DATE 4/6/2021 PMP

SECURITY FEATURES
SEE REVERSE SIDE

PAY TO Boone County Commission \$ 100.00
THE ORDER OF
One hundred dollars and 00/100 DOLLARS

Heat
Reactive
Ink



Commerce Bank
Columbia, Mexico, Moberly, Tipton, California
www.commercebank.com 2762

MEMO

Application Fee

Joseph E. Shults MP

⑆ 101000019⑆ 403517367⑆ 2631

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2021 1361 Receipt Date: 4/14/2021

Employee Initials: TRJULIE

Received From: JOSEPH E SHULTS

Amount: \$*****100.00

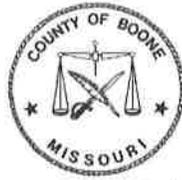
Remarks: FOR COLUMBIA
PLAZA RENTAL- MAY 22, 2021



Boone County Treasurer

Thomas Danough

Treasurer of Boone County



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: ForColumbia

Address: 3615 Southland Dr.

City: Columbia State: MO ZIP Code 65201

Phone: 217-577-1225 Website: forcolumbia.com

Individual Requesting Use: Gretchen Shults Position in Organization: Exec Team Member

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: ForColumbia prayer event

Description of Use (ex. Speaker, meeting, reception): Will be utilized in case of rain

Date(s) of Use: May, 22, 2021

Start Time of Setup: 8:30 AM AM/PM Start Time of Event: 9:00 AM

End Time of Event: 10:30AM AM/PM End Time of Cleanup: 11 AM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. 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: ForColumbia Executive Team member/Gretchen Shults

Phone Number: 217-577-1225 Date of Application: April 20, 2021

Email Address: info@forcolumbia.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@boonecountymmo.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:

County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 4.22.2021