

485-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 23rd day of November 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 Agreement between Boone County and the City of Columbia for The Placement of an Outdoor Emergency Warning Siren in Louisville Park.

The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Boone County Commissioners are hereby authorized to sign said Agreement.

Done this 23rd day of November 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

024874

Permanent Record  
Filed in Clerk's Office

Introduced by Treece

First Reading 12-6-21

Second Reading 12-20-21

Ordinance No. 024874

Council Bill No. B 397-21

**AN ORDINANCE**

authorizing an agreement with Boone County, Missouri, on behalf of its Office of Emergency Management, for the installation of an emergency siren and supporting infrastructure in Louisville Park; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County, Missouri, on behalf of its Office of Emergency Management, for the installation of an emergency siren and supporting infrastructure in Louisville Park. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 20th day of December, 2021.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

**AGREEMENT  
FOR THE PLACEMENT OF AN EMERGENCY SIREN IN LOUISVILLE PARK**

THIS AGREEMENT, between Boone County, Missouri, on behalf of its Office of Emergency Management ("County"), and the City of Columbia, Missouri, ("City") is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and County are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, County desires to place a pole with an emergency siren in Louisville Park ("Park") in order to provide better emergency warning services to the community;

WHEREAS, City owns the Park and supports County's efforts in providing emergency management for the City and County.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. City agrees to allow the County to install a pole with a warning siren and supporting infrastructure (hereinafter, collectively "Warning System") in the Park at the location agreed to by the Parties. County shall install and maintain the Warning System at County's sole expense. The Warning System shall be installed at the location shown on the map which has been marked "Exhibit A" and is attached to and made a part of this Agreement. County shall promptly repair any damage caused by the installation of the Warning System and shall be solely responsible for the ongoing maintenance of the Warning System. County shall keep the Warning System in good repair. Should the City determine it necessary that the Warning System be moved or relocated, County shall move the Warning System at its sole expense.
2. The term of this Agreement shall be one year from the Effective Date. Thereafter, the Agreement shall automatically renew for successive terms of one year, unless the Agreement is cancelled with thirty (30) days prior written notice.
3. Upon termination of the Agreement, the Emergency System shall be removed by the County at the County's sole expense. The County shall promptly repair any damage caused by the removal of the Warning System and shall restore the original contour of the land.
4. City shall not be responsible for any damage done to the Warning System as a result of park maintenance operations or for damage resulting from any other cause.
5. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties

and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

6. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

7. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

8. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

10. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

11. The Contract Documents include this Agreement and the following attachments or exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Map

12. Entire Agreement. This Agreement represents the entire and integrated Agreement between County and City relative to the Warning System described herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the Warning System described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

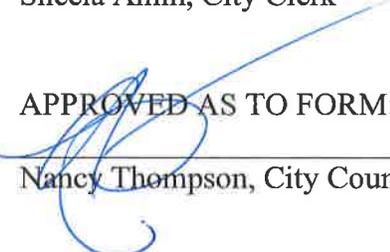
By:   
John Glascock, City Manager

Date: December 21, 2021

ATTEST:

  
Sheela Amin, City Clerk

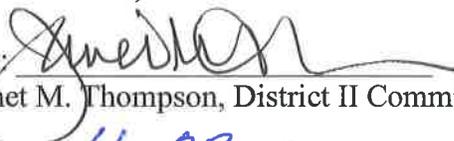
APPROVED AS TO FORM:

  
Nancy Thompson, City Counselor

BOONE COUNTY, MISSOURI

By:   
Daniel K. Atwill, Presiding Commissioner

By:   
Justin Aldred, District I Commissioner

By:   
Janet M. Thompson, District II Commissioner

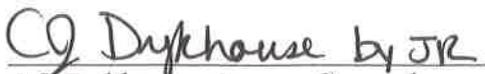
Date: 11.23.2021

ATTEST:

  
Brianna Lennon, County Clerk

Date: 11.23.2021

APPROVED AS TO FORM:

  
C.J. Dykhouse, County Counselor



# Boone County

Office of Emergency Management

2145 E County Drive \* Columbia, MO 65202 \* 573 554-7908

Exhibit A

## New Siren Site



# Federal Signal 2001 Series Siren

## Features

- **High-powered rotating siren for maximum coverage**
- **Available in low and mid-range frequency**
- **Three distinct warning signals**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **5-year limited warranty**
- **AC or Solar powered with battery operation or back-up**



The Federal Signal 2001 Series siren is a high power, rotating, uni-directional outdoor warning siren.

The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001 Series siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (490 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

# 2001 Series Siren

## Specifications

### Power<sup>1</sup>

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided.

### Signal Information

	2001-130	Equinox
Signal /Sweep Rate	Frequency Range	
Steady /Continuous	790 Hz	490 Hz
Wail /10 sec.	470-790 Hz	180-500 Hz
Fast Wail /3.5 sec.	600-790 Hz	300-500 Hz

### Pole Mounts

Wood, steel, composite or concrete poles can be provided. Contact Federal Signal for details.

### Communications

Federal Signal can supply one-way and two-way communications. Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution.

### Coverage

	2001-130	Equinox
70dB	6,500' Calculated <sup>2</sup>	6,100' Calculated <sup>2</sup>
60dB	13,200' Calculated <sup>2</sup>	12,200' Calculated <sup>2</sup>

### Dimensions

Height x Width x Depth 62" x 37" x 41" (157cm x 94cm x 10cm)

### Weight

Shipping Weight 460 lbs. (205 kg)

### Environmental

Operating Temperature -30°C to +60°C<sup>3</sup>

<sup>1</sup> Contact Federal Signal for powering options

<sup>2</sup> Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

<sup>3</sup> The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

<sup>4</sup> Batteries not included

<sup>5</sup> See Product Selection Guide for ordering options

### Siren Ordering Information

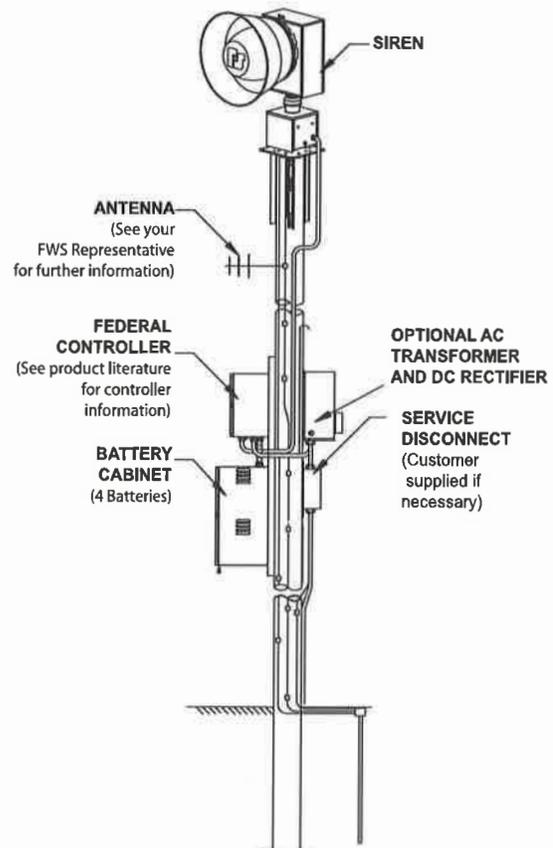
2001-130	Rotating electro-mechanical siren 130 dB(C) +/- 1dB(C) @ 100' (30.5m) 48VDC, pole mount included
Equinox	Rotating electro-mechanical siren, Low Frequency

### Siren Control Ordering Information

FC/H/U	One-way FC Controller, 120VAC operation
FCTBD/H/U	Two-way FC Controller, 120VAC operation
DCFCB/H/U	One-way FC Controller, 120VAC to battery operation <sup>4</sup>
DCFCTBD/H/U	Two-way FC Controller, 120VAC to battery operation <sup>4</sup>

### Command and Control for Multiple Siren Installation

SS2000+/R	Console for siren activation (R for rack mount)
SFCD <sup>5</sup>	Commander software for PC based siren activation, monitoring and control



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

23rd

day of November

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 FY20 Emergency Management Performance Grant (EMPG) Direct Assistance application submitted by the Office of Emergency Management.

Done this 23rd day of November 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:** November 16, 2021

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

**FROM:** Chris Kelley, Deputy Director 

**SUBJECT:** FY20 Emergency Management Performance Direct Assistance Application

Enclosed is the FY20 EMPG Direct Assistance Application.

This funding is a direct assistance program that does not have a county match requirement that other EMPG grants require.

We applied for fifteen radios in a grant application that was approved in Commission Order #286-2021 on July 15, 2021, however, we only received funding for three. This application is for an additional eight radios.

All approved projects must be completed, and documentation submitted for reimbursement by April 30, 2022.



# FY20 Emergency Management Performance Performance Grant Mini-Application

Email: grants@sema.dps.mo.gov || Phone: (573) 526-9100

Requestor Information	
Agency Name Boone County Office of Emergency Management	Date 11/15/21
Point of Contact Della Luster	Email dluster@boonecountymo.org
Address (city, state, zip) 2145 County Drive Columbia, MO 65202	
Phone Number 573-554-7907	Did agency receive EMPG funding in 2020? Yes <input checked="" type="radio"/> No <input type="radio"/>

Project #1	
Requested Project Operational Coordination/Interoperability <small>NOTE: Computers are limited to \$1,000.00 per item; Situation Monitors (TVs) are limited to \$500.00 per item. Maximum request is \$50,000 at 100% grant funding.</small>	
Quantity 8	Total Cost 48,829.45
AEL (if applicable) Interoperability Communications Equip (Cat 6)	
Project Type New <input checked="" type="radio"/> Sustainment <input type="radio"/>	If new, does the project fill a gap in the THIRA? Yes <input checked="" type="radio"/> No <input type="radio"/>
Justification 8-APX8000 Radio Cache-\$47,444.80 Accessories-Chargers \$1,384.65 Currently most of our radio cache does not have MOSWIN capabilities and only one option to hit the VHF High band MOSWIN repeater. Current cache does not have access to 800 MHz repeater. These additional portable Dual Band radios will be capable of operating on statewide network. This addresses the GAP of Operational Coordination/Interoperability	

Project #2	
Requested Project <small>NOTE: Computers are limited to \$1,000.00 per item; Situation Monitors (TVs) are limited to \$500.00 per item. Maximum request is \$50,000 at 100% grant funding.</small>	
Quantity	Total Cost
AEL (if applicable)	
Project Type New <input type="radio"/> Sustainment <input type="radio"/>	If new, does the project fill a gap in the THIRA? Yes <input type="radio"/> No <input type="radio"/>
Justification	

Project #3	
Requested Project <small>NOTE: Computers are limited to \$1,000.00 per item; Situation Monitors (TVs) are limited to \$500.00 per item. Maximum request is \$50,000 at 100% grant funding.</small>	
Quantity	Total Cost
AEL (if applicable)	
Project Type New <input type="radio"/> Sustainment <input type="radio"/>	If new, does the project fill a gap in the THIRA? Yes <input type="radio"/> No <input type="radio"/>
Justification	



# FY20 Emergency Management Performance Performance Grant Mini-Application

Email: [grants@sema.dps.mo.gov](mailto:grants@sema.dps.mo.gov) || Phone: (573) 526-9100

Authorized Official Information	
Name Daniel Atwill	Title Presiding Commissioner
Work Phone 573-886-4306	Email <a href="mailto:datwill@boonecountymo.org">datwill@boonecountymo.org</a>

Project Director Information	
Name Chad Martin	Title Director
Work Phone 573-554-7900	Email <a href="mailto:cmartin@boonecountymo.org">cmartin@boonecountymo.org</a>
Cell Phone 573-489-4618	Electronic Signature Chad Martin

Additional Information
------------------------

When you click "SUBMIT" on this form, an email will automatically be generated. Please attach any supporting documentation or quotes to the email prior to sending.

**SUBMIT**

2021 Boone County OEM Portable Radio Purchase  
 Updated 7-14-21  
 From Motorola Quote #1504882, 7/7/2021

**RADIOS**

Description	Part Number	List Price	NASPO Contract Price	Quan	Motorola Price	Extended
APX 8000 ALL BAND PORTABLE MODEL 2.5	H91TGD9PW6AN	\$5,983.00	\$4,367.59	1	\$ 3,877.20	\$ 3,877.20
ADD: WI-FI PROVISIONING OUT OF BOX	QA09007AA	\$0.00	\$0.00	1	\$ -	\$ -
ADD: WI-FI CAPABILITY	QA09001AB	\$300.00		1	\$ 180.00	\$ 180.00
ADD: ASTRO DIGITAL CAI OPERATION	Q806CB	\$515.00	\$375.95	1	\$ 309.00	\$ 309.00
ENH: MULTI-KEY ENCRYPTION	H869BW	\$330.00		1	\$ 198.00	\$ 198.00
ADD: AES/DES-XL/DES-OFB ENCRYPTION & ADP	Q15AJ	\$799.00		1	\$ 479.40	\$ 479.40
DEL: DELETE UHF BAND OPERATION	QA05509AA	\$800.00		1	\$ (480.00)	\$ (480.00)
ADD: 5 YEAR SERVICE FROM THE START LITE	Q887			1	\$ 227.00	\$ 227.00
ADD: SMARTZONE OPERATION	H38BS	\$1,500.00	\$1,095.00	1	\$ 900.00	\$ 900.00
ADD: P25 9600 BAUD TRUNKING	Q361AN	\$300.00	\$219.00	1	\$ 180.00	\$ 180.00
ADD: P25 LINK LAYER AUTHENTICATION	QA01767	\$100.00	\$73.00	1	\$ 60.00	\$ 60.00
<b>Total Each, Radio Only</b>				<b>6 -</b>		<b>\$ 5,930.60</b>
<del>TOTAL RADIOS @ 15 UNITS</del>						<del>\$ 88,959.00</del>

*\$ 47,444.80*

**ACCESSORIES**

Description	Part Number	List Price	NASPO Contract Price	Quan	Motorola Price	Extended
<del>BATT IMPRES 3100 MAH</del>	<del>PMNN4486</del>	<del>\$193.00</del>	<del>\$140.89</del>	<del>5</del>	<del>\$131.00</del>	<del>\$655.00</del>
<del>CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA</del>	<del>NNTN8860A</del>	<del>\$165.00</del>		<del>5</del>	<del>\$133.45</del>	<del>\$667.25</del>
<del>CHARGER, MULTI-UNIT, IMPRES</del>	<del>NNTN8844A</del>	<del>\$1,315.00</del>		<del>1</del>	<del>\$1,117.75</del>	<del>\$4,474.00</del>
<del>REM SPKR MIC DSPLY W JACK, W CHNL DISPLAY</del>	<del>HMN4104B</del>	<del>\$454.00</del>		<del>5</del>	<del>\$385.90</del>	<del>\$1,929.50</del>
<del>APX GPS PCM SOFTWARE DOWNLOAD, CURRENT VERSION</del>	<del>HKVN4289A</del>	<del>\$299.00</del>	<del>\$299.00</del>	<del>2</del>	<del>\$299.00</del>	<del>\$598.00</del>
<del>PROGRAMMING, TEST, &amp; ALIGNMENT CABLE</del>	<del>PMKN4013C</del>	<del>\$103.40</del>	<del>\$103.40</del>	<del>5</del>	<del>\$103.40</del>	<del>\$517.00</del>
<b>TOTAL CHARGERS AND ACCESSORIES</b>						<b>1,384.15</b> <del>\$8,837.75</del>

*266.90  
117.75*

**TOTAL PROPOSED PACKAGE PURCHASE**

~~\$ 97,796.75~~

*\$ 48,829.45*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

23rd

day of November

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 agreement Outdoor Warning Siren Placement Agreement for St. Charles Rd & Remm Drive.

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 23rd day of November 2021.

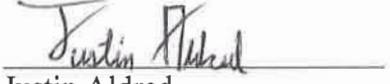
ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

024882

Permanent Record  
Filed in Clerk's Office

Introduced by Treece

First Reading 12-20-21

Second Reading 1-3-22

Ordinance No. 024882

Council Bill No. B 405-21

**AN ORDINANCE**

authorizing a right of use permit with Boone County, Missouri, on behalf of its Office of Emergency Management, for the construction, improvement, operation and maintenance of a warning siren and supporting infrastructure within a portion of the St. Charles right-of-way; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a right of use permit with Boone County, Missouri, on behalf of its Office of Emergency Management, for the construction, improvement, operation and maintenance of a warning siren and supporting infrastructure within a portion of the St. Charles right-of-way. The form and content of the right of use permit shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 3rd day of January, 2022.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

**RIGHT OF USE PERMIT**

KNOW ALL MEN BY THESE PRESENT that on this 4 day of January, 2022 the City of Columbia, a municipal corporation, does hereby permit **Boone County, Missouri, on behalf of its Office of Emergency Management**, (hereinafter referred to as "Permittee") to enter upon the following described lands owned by the City of Columbia and located within St. Charles Road right of way, Columbia, County of Boone, State of Missouri, and more particularly described as follows, to wit:

The right-of-way of St. Charles Road located in the right-of-way, within the limits of the City of Columbia, further described by the exhibit(s) attached to this right of use permit.

**This permit is subject to the following conditions and stipulations:**

1. This permit is for the exclusive purpose of construction, improvement, operation, and maintenance of a warning sirens with supporting infrastructure built in the right-of-way of St. Charles Road.
2. This permit does not grant Permittee or any of its officers, agents or employees the right to cut, break, excavate or damage the street pavement of St. Charles Road without City consent
3. Permittee will be responsible for the costs of any future repairs, maintenance or replacements which is the result from Permittee's use under this right-of-use-permit.
4. Prior to exercising its right granted herein, Permittee shall present its construction plans or diagrams locating the proposed warning sirens with supporting infrastructure to the City Public Works Department and City Water and Light Department and any other utility existing in the rights-of-way to insure that the proposed plans will not interfere with any existing utility. The Permittee will relocate its improvement if requested to do so by an existing utility.
5. Prior to exercising its right granted hereunder, Permittee agrees to obtain all necessary permits required by the City of Columbia pertaining to the work being done in the rights-of-way and to submit a traffic routing plan to be approved by the City Public Works Department.
6. If the warning sirens with supporting infrastructure is abandoned, all rights herein granted shall cease and terminate and Permittee shall have no further right of interest therein except that, upon abandonment, Permittee remains responsible for all of Permittee's facilities and structures left in place and any costs to remove them or store them or to otherwise clean up easement.
7. If at any time during construction, repair, modification or relocation of warning sirens with supporting infrastructure, or any utility existing in the rights-of-way at the time this permit is granted, is necessary which would require the relocation of the warning sirens with supporting infrastructure, the Permittee shall relocate warning sirens with supporting infrastructure at their own expense.
8. The Permittee agrees by exercising its rights under this permit that if the warning sirens with supporting infrastructure is damaged in anyway, whether negligently or intentionally by the construction, repair, modification or relocation of warning sirens with supporting infrastructure

or of any utility existing in the rights-of-way of said city street at the time this permit is granted it will repair or replace the warning sirens with supporting infrastructure at its own cost and hold the City of Columbia harmless for any of the costs associated with the repair or replacement or any other costs associated with the damage to the facilities.

This permit shall remain in effect until canceled by the City of Columbia, which shall be obligated to notify Permittee one (1) year in advance of the cancellation.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed by its officers the day and year first written above.

**CITY OF COLUMBIA, MISSOURI**

DocuSigned by:  
By: John Glascock  
John Glascock  
City Manager

SSC

**ATTEST:**

DocuSigned by:  
By: Sheela Amin  
Sheela Amin  
City Clerk

**APPROVED TO AS FORM:**

DocuSigned by:  
By: Nancy Thompson  
Nancy Thompson  
City Counselor

DS  
RT

**BOONE COUNTY, MISSOURI**

(By and through its County Commission):

By: Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

**ATTEST**

By: Brianna L. Lennon  
Brianna L. Lennon, County Clerk  
County Clerk

**APPROVED AS TO LEGAL FORM**

By: Charles J. Dykhouse  
Charles J. Dykhouse  
County Counselor



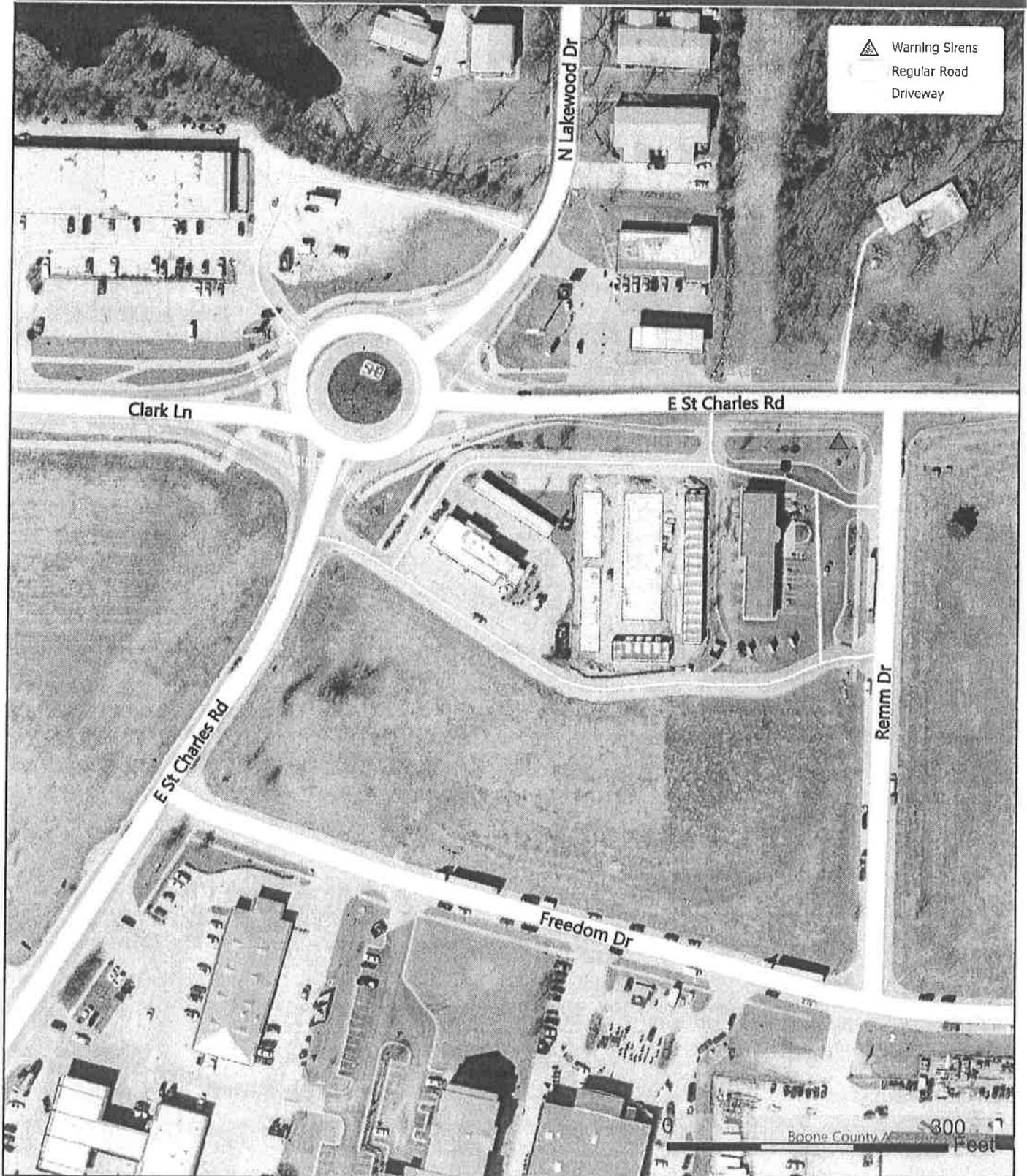
# Boone County

Office of Emergency Management

2145 E County Drive \* Columbia, MO 65202 \* 573 554-7908

Exhibit A

## New Siren Site



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

23rd

day of November

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 Training Agreement between Boone County and the following:

- City of St. Charles, MO

The terms of the agreement are set out in the attached and the Presiding Commissioner is authorized to sign said agreement.

Done this 23rd day of November 2021.

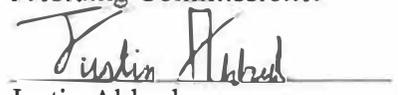
ATTEST:



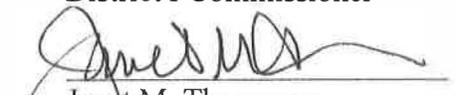
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

21-152

**COOPERATIVE AGREEMENT  
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 23<sup>rd</sup> day of Nov, 2021, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and St. Charles City Police Department (Agency):

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

**WHEREAS**, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

**WHEREAS**, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic 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. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **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.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 18th day of October, 2021, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this

Exhibit "A"

**INFORMED CONSENT WAIVER AND RELEASE**

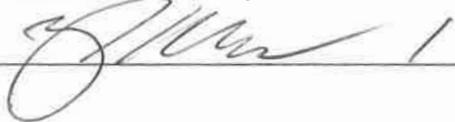
ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical 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**

 11-01-21

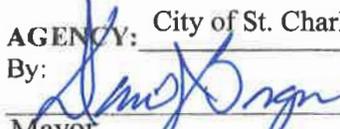
**Printed Name of Participant**

Tyler M. Smith

Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).

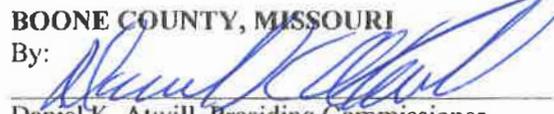
6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **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.
8. **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.
9. **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: City of St. Charles  
By:   
Mayor  
Printed Name: Daniel J. Borgmeyer

Dated: 10.6.21

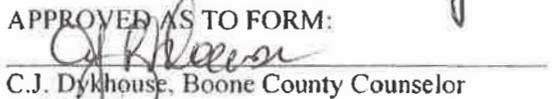
ATTEST: 

BOONE COUNTY, MISSOURI  
By:   
Daniel K. Atwill, Presiding Commissioner

Dated: 11.23.2021

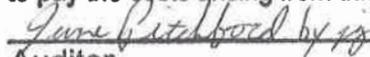
ATTEST:   
Brianna L. Lennon, County Clerk

APPROVED - BCSO:   
Dwayne Carey, Sheriff

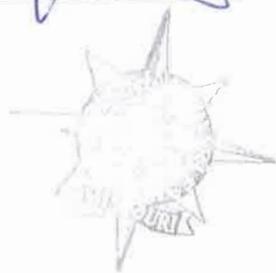
APPROVED AS TO FORM:   
C.J. Dykhouse, Boone County Counselor

**CERTIFICATION:**

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

 by 11/12/2021  
Auditor Date

Revenue 2570-3569



489-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

November Session of the October Adjourned

Term. 20 21

In the County Commission of said county, on the 23rd day of November 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 request to transfer above the Authorized Transfer Salary for position number 724, Administrative Technician, and does hereby authorize an appropriation of \$15.12 per hour for the salary of said position.

Done this 23rd day of November 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

*Jane M. Thompson*

Jane M. Thompson  
District II Commissioner

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

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

**Procedure:**

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

Name of prospective employee Mattie (Pearl) Maroh Department Mail Services 1194

Position Title Administrative Technician Position No. 724

Proposed Starting Salary (complete one only) Annual: \_\_\_\_\_ % of Mid-Point \_\_\_\_\_  
 OR Hourly: \$15.12 % of Mid-Point 90

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Mattie has worked in the Collector's office as a temp and has successful worked in Mail Services as the Mail Clerk. As the Mail Clerk, Mattie's performance has been excellent. She has also been filling in as the backup for the position I am requesting we transfer her to. Mattie is effectively trained in all mail services functions and has a great understanding of the needs of the department.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: \_\_\_\_\_

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?  
I do not believe this will have an impact on other positions in our office.

Additional comments: Mattie has issued her resignation from her current position effective the first of December. Mattie's only reason for resigning is the pay rate of the current Mail Clerk position. Mattie has been a great team player and I hope to be able to retain her in the Administrative Technician position.  
The requested pay rate is to retain a full trained experienced employee, while allowing them growth in county employment. With out this move we will need multiple temporary employees and pay a higher hourly rate. We will train them and only have them productive for a short period of time.

Administrative Authority's Signature: \_\_\_\_\_ Date: 11/12/2021

Auditor's Certification:  Funds are available within the existing departmental salary and wage appropriation (#10100).  
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: June E. Tichford Date: 11/15/21

Human Resource Director's Recommendations: Approve. No internal equity issue.

Human Resource Director's Signature: \_\_\_\_\_ Date: 11/15/21

County Commission  Approve  Deny  
 Comment(s): \_\_\_\_\_

Presiding Commissioner's Signature: \_\_\_\_\_ Date: 11.23.2021

District I Commissioner's Signature: \_\_\_\_\_ Date: 11.23.2021

District II Commissioner's Signature: \_\_\_\_\_ Date: 11.23.2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 23rd day of November 20 21

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

Now on this day, the County Commission of the County of Boone does hereby enter into a memorandum of understanding with Columbia College to effectuate the transfer of the County's interest in two murals painted by Sid Larson to Columbia College for the maintenance and periodic display of those murals.

Done this 23rd day of November 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

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this 23<sup>rd</sup> day of Nov., 2021, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, (herein County), and **Columbia College**, a non-profit institution of higher education with its main campus in Boone County, Missouri.

WHEREAS, County has possession of two Sidney Larson murals that were previously displayed in the main stairwell landings in the Boone County Courthouse; and

WHEREAS, the mural displays are historical in nature and depict the artist's interpretations of scenes from Boone County's history; and

WHEREAS, Sidney Larson served as a professor of art at Columbia College and Columbia College operates a Sidney Larson Gallery; and

WHEREAS, Columbia College has offered to take possession of the murals in a letter dated October 29, 2021 from President David Russell; and

WHEREAS, the Boone County Commission has caused the removal of the murals from the courthouse and desires to place them with Columbia College for occasional display to the public at Columbia College's discretion; and

WHEREAS, Columbia College has the technical ability to store the art as well as facilitate the future display of the same for the benefit of the public and has agreed to take possession and ownership of the same; and

WHEREAS, County desires to transfer all right, title, and ownership that County has in said murals to Columbia College to facilitate the conservation of the art and occasional display of the same; and

NOW, THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

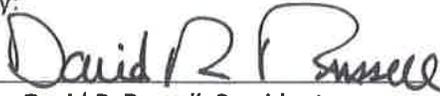
1. The attached letter from Columbia College dated October 29, 2021 from President David R. Russell is incorporated herein.
2. County will arrange for transport of the murals to Columbia College's Federal Hall on Cherry Street in downtown Columbia.
3. Columbia College agrees to accept ownership of the murals in "as-is" condition as part of its inventory of Sidney Larson art.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written,

**Columbia College**

**Boone County, Missouri**

By:

  
Dr. David R. Russell, President

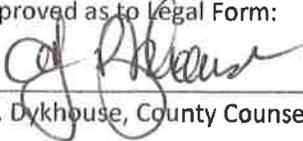
By:

  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
Brianna L. Lennon, Boone County Clerk

Approved as to Legal Form:

  
C.J. Dykhouse, County Counselor



Columbia College  
Office of the President  
1001 Rogers Street  
Columbia, MO 65216  
(573) 875-8700  
www.ccls.edu

October 29, 2021

Hon. Dan Atwill  
Presiding Commissioner  
Boone County Commission  
Boone County Government Center  
801 E. Walnut Street, Room 333  
Columbia, MO 65201-7732

Dear Commissioner Atwill:

I am writing regarding the future disposition of the Sidney Larson murals that were recently removed from the Boone County Courthouse. As you are aware, Professor Emeritus Sidney Larson was affiliated with Columbia College for more than 50 years. He retired from the College a much beloved figure and well-known painter whose works are still found throughout the Mid-Missouri region. The Sidney Larson Art Gallery in Brown Hall on the Columbia College campus is named in his memory. Professor Larson died in 2009 and is survived by his wife, Mary.

Professor Larson painted the Courthouse murals in 1994 at the invitation of former Boone County Circuit Judge Frank Conley. The murals are done in the style made famous by Thomas Hart Benton whom Professor Larson worked with closely, including co-painting the murals at the Truman Library.

I am given to understand that the murals are each approximately 6'x12' in size and still on the original stretcher frames, but in a temporary location. Columbia College would like to see the murals properly preserved as part of the artistic and historical legacy of the region. We also would like to see the murals kept in a manner that ensures that they do not fall into private hands and run the risk of disappearing from public view forever.

In that context, I would like to offer to execute a joint agreement with County authorities transferring ownership of the Larson murals to Columbia College. The College would pledge to properly preserve the murals in a dry

climate-controlled environment until such time as an exhibit is held appropriate for highlighting the educational and historical purposes of the artwork. If the Boone County Commission is amenable to this proposal, I am prepared to name a representative of the College to work with whomever you identify to work out the details.

I look forward to resolving this matter in the interests of sensitivity, art, history and the legacy left us by Professor Sidney Larson.

Regards,

A handwritten signature in black ink that reads "David R. Russell". The signature is written in a cursive style with a large, prominent "D" and "R".

Dr. David Russell  
President