

001 -2022

CERTIFIED COPY OF ORDER

January Session of the ~~January~~ Adjournd Term. 20 22

STATE OF MISSOURI }
County of Boone } ea.

4th January 22
day of 20

In the County Commission of said county, on the
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Sole Source Approved Vendor List for 2022.

Done this 4th day of January 2022.



Daniel K. Atwill
Presiding Commissioner

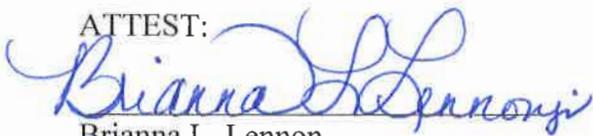


Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

ATTEST:



Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: January 4, 2022
RE: Sole Source Approved Vendor List for 2022

Purchasing has received requests from departments/offices to renew on-going sole source approvals. We are requesting approval to renew the attached list of sole source vendors for another year ending on December 31, 2022. The 2022 list of vendors was advertised in the Columbia Missourian on December 28, 2021 and the Columbia Daily Tribune on December 29, 2021.

ATTACHMENT: 2022 Sole Source List

002 -2022

CERTIFIED COPY OF ORDER

January Session of the January Adjournd

22

STATE OF MISSOURI

} ea.

Term. 20

County of Boone

4th

January

22

In the County Commission of said county, on the

day of

20

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

Now on this day, the County Commission of the County of Boone does hereby approve the Road & Bridge Department to utilize the City of Columbia Cooperative Contract 207/2021 to purchase collision repair services from Bopp Collision Center, LLC.

This is a term and supply contract and will be paid from Department 1251 – GF Sheriff Operations, 1255 – GF Detention Operations, 2042 – Road & Bridge Fleet and Equipment Maintenance Operations, Account 59100 – Vehicle Repairs/Maintenance.

Done this 4th day of January 2022.

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 Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: January 4, 2022
RE: 207/2021- Collision Repair Services - Term & Supply

Road & Bridge requests permission to utilize the City of Columbia cooperative contract 207/2021 to purchase collision repair services from Bopp Collision Center, LLC.

This is a term and supply contract and will be paid from department 1251 – GF Sheriff Operations, 1255 – GF Detention Operations, 2042 – Road & Bridge Fleet and Equipment Maintenance Operations, account 59100 – Vehicle Repairs/Maintenance.

cc: Greg Edington, Road & Bridge
Gary German, Sheriff

Bid File

**PURCHASE AGREEMENT
FOR
COLLISION REPAIR SERVICES - TERM AND SUPPLY**

THIS AGREEMENT dated the 4th day of January, **2022** is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bopp Collision Center, LLC**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **collision repair services** in compliance with all bid specifications and any addenda issued for the City of Columbia, Request for Quotation number **207/2021** as well as Boone County Standard Terms and Conditions, Boone County Insurance Requirements, and Work Authorization. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Quotation number **207/2021** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through November 30, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one-year periods and then on a month to month basis for a maximum of (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with collision repair services. These services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

Automotive Collision Repair Firm, fixed labor rate per hour Normal business hours (Monday – Friday)	\$45.00 / hour
---	----------------

Automotive Collision Repair Parts: Firm, fixed percentage discount from MSRP.	10%
---	-----

4. **Rates and Charges** - Contractor agrees to provide collision repair services in accordance with its bid response at the charges specified therein during the contract period. The County agrees to pay all invoices within thirty (30) days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

BOPP COLLISION CENTER, LLC

By Kevin Bopp
DF18E35E4810427...

Title Owner

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature

12/28/2021 2042, 1251, 1255 / 59100 Term/Supply

Date Appropriation Account

003-2022

CERTIFIED COPY OF ORDER

January Session of the January Adjourned

22

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

4th

January

22

In the County Commission of said county, on the

day of

20

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #1 to Contract 30-12JUL21 – Civil Construction for New Radio Tower Project (RKB) which was approved by Commission for award to C. L. Richardson Construction Company on September 2, 2021, Commission Order 385-2021.

Invoices will be paid from Departments 2706 – Boone County Joint Communications Radio Improvements, Account 91300 – Machinery & Equipment. \$292,300.00 is budgeted for the RKB site for 2021.

Done this 4th day of January 2022.

ATTEST:



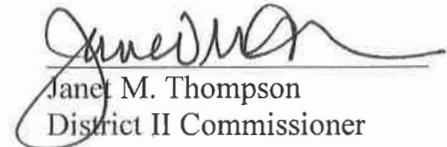
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: January 10, 2020
RE: Amendment #1: *30-12JUL21 – Civil Construction for New Radio Tower Project (RKB)*

Contract *30-12JUL21 – Civil Construction for New Radio Tower Project (RKB)* was approved by commission for award to C. L. Richardson Construction Company on September 2, 2021, commission order 385-2021.

This amendment is for a change order adding \$13,223.00 to the contract. This is for debris to be removed and replaced with engineered fill in differing quantities than what was included in the original contract as explained by the attached recommendation by our radio consultant, Dave Dunford.

Invoices will be paid from departments 2706 – Boone County Joint Communications Radio Improvements, account 91300 – Machinery & Equipment. \$292,300 is budgeted for the RKB site for 2021.

cc: Chad Martin, Pat Schreiner, Dave Dunford / Joint Communications
Contract File

Commission Order: 003-2022

Date: 1/4/2022

**CONTRACT AMENDMENT NUMBER ONE
FOR
CIVIL CONSTRUCTION FOR NEW RADIO TOWER PROJECT (RKB)**

The Agreement **30-12JUL21** dated the 2nd day of September 2021 made by and between Boone County, Missouri and **C. L. Richardson Construction Company** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. Change order for an increased quantity of debris to be removed and replaced with engineered fill due to a change in quantity from the original contract.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
5	Proctors	1.0	LSUM	\$550.0	\$550.00
10	Excavate Unsuitable	290	CUYD	\$18.20	\$5,278.00
15	Import Compacted Fill	290.0	CUYD	\$25.50	\$7,395.00
GRAND TOTAL					\$13,223.00

All other terms and conditions of the original contract shall remain the same and apply hereto.

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

C. L. RICHARDSON CONSTRUCTION COMPANY

BOONE COUNTY, MISSOURI

By: Boone County Commission

By: DocuSigned by:
Dave Richardson
AE0027FCB219441

DocuSigned by:
Daniel K. Atwill
BA480340E08E4E9
Daniel K. Atwill, Presiding Commissioner

Title: president

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD
CJ Dykhouse, County Counselor

DocuSigned by:
Brianna L Lennon
D207E242BFB948C
Brianna L. Lennon, County Clerk

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

DocuSigned by:
June E Pitelford by JF
8C24BD04EE7A483 12/28/2021 2706 / 91300 Term and Supply
Signature Date Appropriation Account

C.L. Richardson Const. Co. Inc.

15475 Hwy 63 South

Ashland, Mo. 65010

Contact:

Phone: 573-657-9557

Fax: 573-657-1078

Quote To: Boone County Purchasing

Job Name: ROCK BRIDGE RADIO TOWER

UNSUITABLE

Attn: Melinda Bobbitt

Job No: HB21016A

Phone:

Date of Plans:

Fax:

Date of Quote: 11/23/2021 REVISED: 12/02/2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	PROCTORS	1.00	LSUM	550.00	550.00
10	EXCAVATE UNSUITABLE	290.00	CUYD	18.20	5,278.00
15	IMPORT COMPACTED FILL	290.00	CUYD	25.50	7,395.00
GRAND TOTAL					\$13,223.00

C.L. Richardson Construction Co., Inc.

**15475 Highway 63 South
Ashland, MO 65010
Office (573) 657-9557 or 657-9556
Fax (573) 657-1078**

Project name: #30-12JUL21 – CIVIL CONSTRUCTION FOR NEW RADIO TOWER
PROJECT (RKB)

Date: December 2, 2021

Melinda Bobbitt
Director of Purchasing
Boone County Purchasing
613 E. Ash, Room 110
Columbia, Mo 65201

Melinda,

We are the contractor for the Rock Bridge Radio Tower. We are requesting a change order on the contract based upon differing site conditions from what was shown on the plans from ES&S, and as viewed on-site at the pre-bid site showing. Additional material and construction debris was put within the project limits by some other contractor unrelated to our contract and we are having to remove it and replace it with engineered fill. I have attached unit pricing per section 13.00 (c) of the contract for the removal of the material and the import and compaction of replacement material. We have contracted ES&S and they measured the volume of material removed to determine a final quantity which I have attached.

CL Richardson Construction Co.



Nathan Lacy – Vice President

007-2022

CERTIFIED COPY OF ORDER

January Session of the January Adjourned 22

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

4th January 22

In the County Commission of said county, on the day of 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the Boone County Counselor's office request to utilize the State of Missouri Cooperative Contract CT202797001 (pricing based on NASPO Value Point contract 140595) with SumnerOne, Inc. to purchase a photocopier with maintenance.

Invoices will be paid from Department 1126 – County Counselor, Account 92000 – Replacement Office Equipment and 60050 – Equipment Service Contract. \$12,000 is budgeted for the copier.

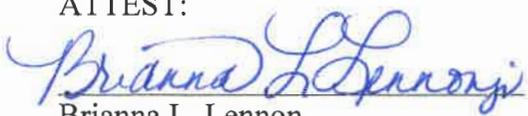
AND

Now on this day, the County Commission of the County of Boone does hereby approve Purchasing's request to dispose of their existing Canon Image Runner copier, asset tag 17912.

SumnerOne will pick up their copier at time of installation of new copier and recycle the old. The hard drive will be removed and left with our Information Technology department.

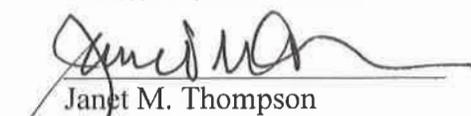
Done this 4th day of January 2022.

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 Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: January 4, 2022
RE: Cooperative Contract: CT202797001 – Photocopier and Maintenance for County Counselor

The Boone County Counselor's office requests permission to utilize the State of Missouri cooperative contract CT202797001 (pricing based on NASPO Value Point contract 140595) with SumnerOne, Inc. to purchase a photocopier with maintenance.

Total cost of copier is \$8,811.34. Maintenance is firm for seven years for black & white prints at \$0.0075/print and color at \$0.0505/print. Invoices will be paid from department 1126 – County Counselor, account 92000 – Replacement Office Equipment and 60050 – Equipment Service Contract. \$12,000 is budgeted for the copier.

Purchasing is seeking permission to dispose of their existing Canon Image Runner copier, asset tag 17912. SumnerOne will pick up their copier at time of installation of new copier and recycle the old. The hard drive will be removed and left with our Information Technology department.

cc: Contract File
CJ Dykhouse, County Counselor

**PURCHASE AGREEMENT FOR
PHOTOCOPIER WITH MAINTENANCE
for Boone County Counselor**

THIS AGREEMENT dated the 4th day of January 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **SumnerOne, Inc.** herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a contract for **one (1) Photocopier with Maintenance** in compliance with State of Missouri contract **CT202797001** (pricing based on NASPO Value Point contract 140595), Contractor's quote dated December 20, 2021, Boone County Missouri Standard Terms and Conditions, Insurance Requirements and Work Authorization Certification. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response and with State of Missouri contract **CT202797001** may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment and maintenance:

Boone County Counselor – 801 E. Walnut Street, Room 211, Columbia, MO 65201.

Quantity:	One (1) each	
Copier:	Canon DX C5850i	\$8,811.34
	Cassette Feeding Unit-AQ1	
	Inner Finisher L1	

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

Maintenance: shall be provided for the copier as follows:

- **Black & White Prints: \$0.0075/each; Color: \$0.0505/each**
- Includes all parts, labor, mileage, drums, toner, and developer. Excludes paper and staples.
- 7 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily; factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin on January 1. Maintenance agreement is customized to meet County needs and volume can be changed any time. Maintenance pricing is firm for seven years, ending on December 31, 2028. Beyond year seven, maintenance shall not increase by more than 5% per year.

Delivery and Installation: Contractor agrees to deliver, setup, connect and provide training of copier within five weeks after receipt of Purchase Order.

Contractor shall remove the Counselor's trade-in photocopier (\$0.00 value, asset tag **17912**, serial # 19417) the same day the new copier is installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copier and leave with the Boone County Information Technology department.

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

3. **Billing and Payment** - Billing shall be invoiced to the ordering department: Boone County Counselor, 801 E. Walnut, Room 211, Columbia, MO 65201. Billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

SUMNERONE, INC.

BOONE COUNTY, MISSOURI

by: Boone County Commission

by DocuSigned by: Wayne Rieger
A81D5080E70C45A...

DocuSigned by: Daniel K. Atwill
B44B934CED8E4EB
Presiding Commissioner

Head of Service and
title Operations

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: [Signature]
7D7105AE89D74DD
County Counselor

DocuSigned by: Brianna Lennon
D267E242BFB948C
County Clerk

AUDITOR CERTIFICATION

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

Legal 1126 / 92000 / \$8,811.34
Maintenance: 1126 / 60050 / B&W \$0.0075/page,
Color: \$0.0505/page

DocuSigned by: [Signature]
EB91DB24AAAC48D
Signature

12/29/2021

Date

Appropriation Accounts

005 -2022

CERTIFIED COPY OF ORDER

January Session of the ~~January~~ Adjournd 22

STATE OF MISSOURI

} ea.

County of Boone

4th

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In the County Commission of said county, on the

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

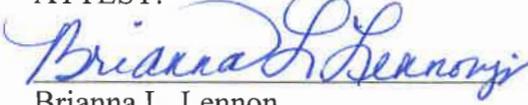
Now on this day, the County Commission of the County of Boone does hereby approve proposal 36-18OCT21 for AR15/M4 Rifles for the Boone County Sheriff.

The contract period will run from January 01, 2022 through June 30, 2022. The contract may be extended on a month-to-month basis for a maximum of six (6) months.

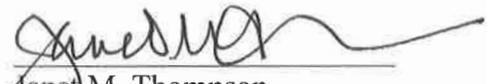
Payment will be paid from the following: Department 1251 – GF Sheriff Operations/Account 23010 – Detention/Enforcement Supplies: \$7,481.03.

Done this 4th day of January 2022.

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 Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 12/21/21
RE: Contract 36-18OCT21 – AR15/M4 Rifles for the Boone County Sheriff

Request for Proposal 36-18OCT21 solicited sealed proposals for AR15/M4 Rifles for the Boone County Sheriff. A total of 6 responses were received for MLOK and picatinny rail rifles. An Evaluation Committee reviewed the responses. Major Gary German, Captain Brian Leer, and Detective Brandon Weber evaluated proposals. It is noted for the record that a Request for Proposal provides the County with the opportunity to negotiate with offerors. One round of Best and Final Offers was solicited from all 6 offerors. The Evaluation Committee decided that the picatinny rail rifle best meets the needs of the Sheriff's Office, meaning that two offerors who did not offer a picatinny rail rifle were eliminated from further consideration. Of the four offerors providing picatinny rail rifles, one was eliminated from further consideration because the rifle offered did not include the mandatory night sight on the fixed front sight. The remaining three offers were fully evaluated as is documented in the attached Evaluation Report. The Purchasing Office conducted the cost evaluation. In this case acquisition pricing totals also included trade-in deductions offered by the vendors, so a net total price was used to compute cost points awarded to the offerors as is documented in the Evaluation Report.

The lowest and best proposal based on evaluation scoring is the proposal from Black Rain Ordnance of Neosho, Missouri for their Black Rain Ordnance Custom Spec-15 14.5" picatinny rail AR15/M4 Rifle. A total of 23 rifles will be purchased. The RFP identified a listing of rifles and magazines the Sheriff's Office has to trade. The disposal form addressing these items is attached to this memo for the Commission's approval.

The contract period will run from January 01, 2022 through June 30, 2022. The contract may be extended on a month-to-month basis for a maximum of six (6) months.

Payment will be paid from the following Department 1251 – GF Sheriff Operations/Account 23010 – Detention/Enforcement Supplies: \$7,481.03.

/lp

Attachment: Cost Evaluation and File Memo

cc: Contract File

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 12/23/21

Fixed Asset Tag Number: Multiple (See Attachment)

Description of Asset:

Quantity	Description
1	Remington 700P LTR (.308) Rifle
11	Colt AR-15 A2/Carbine Rifles
6	H&K MP5 9mm Select Fire Sub Guns
10	CMMG AR-15 Rifles

RECEIVED
DEC 23 2021
BOONE COUNTY
AUDITOR

(Spreadsheet Inventory of all firearms being disposed of is attached)

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Used

Reason for Disposition: Trade-In to purchase new rifles

Location of Asset and Desired Date for Removal to Storage: Sheriff's Office - 2121 County Drive

Was asset purchased with grant funding? YES NO *(Only 2 Firearms Purchased with Grant Funds)*

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 - GF Sheriff Operations

Signature *Brian Leer* (Brian Leer)

To be Completed by: AUDITOR

Original Acquisition Date _____

G/L Account for Proceeds *HL*

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade

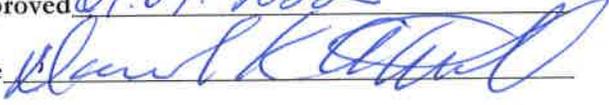
____ Auction

____ Sealed Bids

____ Other Explain _____

Commission Order Number 005 - 2022

Date Approved 01.04.2022

Signature 

**PURCHASE AGREEMENT
FOR
AR15/M4 RIFLES**

THIS AGREEMENT dated the 4th day of January **2022** is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Black Rain Ordnance, Inc.** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **AR-15/M4 Rifles** County of Boone Request for Proposal, RFP number **36-18OCT21** in its entirety including the Introduction and General Conditions of Bidding, Introduction and General Information, Technical Specifications, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **October 04, 2021**, executed by **Alan F. Lewis** on behalf of the Contractor, the **Best and Final Offer #1** dated **November 09, 2021** executed by **Alan F. Lewis** on behalf of the Contractor, and the e-mail clarifications dated **October 22, 2021, October 26, 2021, October 28, 2021, December 08, 2021, December 09, 2021, December 19, 2021, and December 23, 2021** from **Alan F. Lewis** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the Request for Proposal including the Introduction and General Conditions of Bidding, Introduction and General Information, Technical Specifications, Proposal Submission Information, the un-executed Vendor Response and Pricing Pages, Debarment Form, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The contract period shall be **January 01, 2022 through June 30, 2022**. Pursuant to paragraph 3.2.3 of RFP 36-18OCT21, the contract may be extended on a month-to-month basis for a maximum of six (6) months.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **twenty-three (23)** AR15/M4 Picatinny Hand Guard Rifles as required in the RFP specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as ordered by the County:

AR15/M4 Rifles		
Item #	Description	Unit Price/Each

5.3.2	<p>AR-15/M4 Rifle, Picatinny Hand Guard, 14.5" barrel – <i>Price includes one 30-Round P-Mag</i></p> <ul style="list-style-type: none"> • Black 5.56 NATO Caliber AR15/M4 Rifle • Black Rain Ordnance Chromoly lined barrel • 14.5" pinned and welded A2 configuration barrel with Parkerized finish • A2 fixed front sight • with Night Fision night sight insert – Orange in color • Midwest Industries Flash Hider – A2 Birdcage Design • Flat top receiver – no carry handle • Anodized Upper and Lower Receiver • Mil-Spec 5.56 Bolt Carrier Group – Salt Bath Nitride Finish • Semi-Auto Fire Control Group Single Stage Trigger – Mil-Spec Trigger Group • Bolt Forward Assist • Black Dust Cover • Magpul 415 MOE Grip • 7" Handguard – Picatinny Rail (Anodized) • Mission First Tactical Battlelink Minimalist Milspec Stock • Quick Detach Swivel • Lifetime Warranty Provided Upon County's Acceptance of the Rifle <p>Brand: Black Rain Ordnance Custom Spec-15</p>	\$805.11
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5.3.3	Flip Up Rear Troy Battle Sight with Night Sights Brand: Troy Battlesight, Folding Rear Sight, Tritium, Black Finish – Manufacturer Part # SSIG-FBS-RTBT-00	\$151.00
5.3.4	30 Round P-Mag Magazine Brand: Magpul industries, PMAG 30 AR/M4 GEN M2 MOE, 223 REM/556NATO, 30 Round, Manufacturer Part # MAG571-BLK <i>To be purchased in addition to the one-provided as needed by Sheriff's Office.</i>	\$9.75

4. Trade-In Deduction: The following rifles and magazines owned by the Boone County Sheriff's Office are to be traded for the new rifles for the total trade-in deduction amount of **\$14,958.00**:

Quantity	Description
1	Remington 700P LTR (.308)
11	Colt AR-15 A2 Rifles
6	H&K MP5 9mm Select Fire Sub Guns – Safe, Semi-Auto, 3-Round Burst, And Full Auto
10	CMMG AR-15 Rifles
203	AR-15 20 round metal magazines
16	AR-15 30 round metal magazines

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Office in compliance with paragraphs 3.1.8 through 3.1.10 of RFP 36-18OCT21. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Delivery – The Contractor agrees to deliver ordered items to the Boone County Sheriff’s Office located at 2121 County Drive in Columbia, Missouri, 65202. *The contractor shall provide due diligence in providing delivery as soon as possible given supply-chain delays outside the contractor’s control.* All deliveries are FOB Destination, Freight Prepaid and Allowed.

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

8. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. *This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Office using the same formality as this agreement. Any change to the specified rifle necessitated by market supply of rifle parts shall be first communicated to the Boone County Sheriff’s Office for initial approval, and then to the Boone County Purchasing Office that will prepare and complete the formal contract amendment approved and authorized by the Contractor and the Boone County Commission.*

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

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

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

BLACK RAIN ORDNANCE, INC.

DocuSigned by:
by Charlie Spivey
8452F8D3AD8141B...
title Vice President

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]

County Counselor

DocuSigned by:
Brianna Linnon

County Clerk

AUDITOR CERTIFICATION:

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

1251/23010: \$7,481.03

DocuSigned by: <i>[Signature]</i> _____ Signature	12/29/2021 _____ Date	_____ Appropriation
Account		

Make	Model	Serial #	Blue Tag	Grant Funded Y/N	Funding Source	Original Acquisition Date	Amount	Funding Source	Group
Colt	A2	LGCU16735	12192	No	Forfeiture Money				
Colt	A2	GCO19141	12784	No	Forfeiture Money				
Colt	SP1	SP168960							
Colt	A2	GC022603	10517	No	GF Sheriff's Operations				
Colt	A2	LGC016642	12184	No	Forfeiture Money				
Colt	A2	GC022614	10516	No	GF Sheriff's Operations				
Colt	A2	LGC016727	12185	No	Forfeiture Money				
Colt	A2	LGC016830	12182	No	Forfeiture Money				
Colt	Sporter H-Bar	CH005600	13613	No	GF Sheriff's Operations				
Colt	A2	LGC016838	12183	No	Forfeiture Money				
Colt	A2	LGC016616	12193	No	Forfeiture Money				
Colt	A2	LGC016848	12194	No	Forfeiture Money				
Colt	A2	LGC016629	12191	No	Forfeiture Money				

<\$1,000

CMMG	MOD4SA	SA03860	16314	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604
CMMG	MOD4SA	SA03889	16315	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604
CMMG	MOD4SA	SA03861	16316	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604
CMMG	MOD4SA	SA03884	16317	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604
CMMG	MOD4SA	SA03869	16318	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604
CMMG	MOD4SA	SA03878	16319	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604
CMMG	MOD4SA	SA03868	16320	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604
CMMG	MOD4SA	SA03862	16321	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604
CMMG	MOD4SA	SA03863	16322	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604
CMMG	MOD4SA	SA03914	16323	No	Lest Sheriff Operations	7/31/2007	1,016.42	2787	1604

H&K	MP5	62-368526	12944	No	Forfeiture Money	6/6/2001	1,865.00	2752	1604
H&K	MP5	62-382395	13697	No	Forfeiture Money	12/17/2002	1,765.00	2752	1604
H&K	MP5	62-370117	11758	Yes	JAG	4/15/1999	1,689.00	2746	1604
H&K	MP5	62-370118	11759	Yes	JAG	4/15/1999	1,689.00	2746	1604
H&K	MP5	62-370119	11760	No	Forfeiture Money	4/15/1999	1,689.00	2752	1604
H&K	MP5	62-370120	11761	No	Forfeiture Money	4/15/1999	1,689.00	2752	1604
Remington	700 LTR	G6468315	15129	No	Forfeiture Money	7/27/2005	2,078.00	2752	1604

III. Postaward Requirements

3.7 PROPERTY STANDARDS

- ▶ Cost of the property
- ▶ Percentage of Federal participation in the cost of the property
- ▶ Location of the property
- ▶ Use and condition of the property
- ▶ Disposition data, including the date of disposal and sale price
- **Inventory.** A physical inventory of the property must be taken and the results reconciled with the property records at least once every 2 years.
- **Maintenance procedures.** Adequate maintenance procedures must be established and used to keep the property in good condition.
- **Control system.** A control system must be in place with adequate safeguards to prevent loss, damage, and theft.
 - ▶ Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records. [2 C.F.R. § 200.313 \(d\)\(3\)](#).
 - ▶ Provide at a minimum, the equivalent insurance coverage for equipment acquired with Federal funds that the non-Federal entity owns. Federally-owned equipment need not be insured unless required by the award. [2.C.F.R. § 200.310](#).
 - ▶ Non-federal entities are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
- **Proper sales procedures.** If authorized or required to sell the property, the recipient or subrecipient must establish proper sales procedures to ensure the highest possible return.

Disposition of Equipment

A State recipient must dispose of equipment acquired under the award in accordance with State laws and procedures.

Recipients and subrecipients other than States must dispose of the equipment when original or replacement equipment acquired under the award or subaward is no longer needed for the original project, or for other activities currently or previously supported by a Federal awarding agency, as follows:

- If the item to be disposed of has a current per-unit fair market value of \$5,000 or less, the item may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
- If the item has a current per-unit fair market value of more than \$5,000, the item may be retained or sold, but the awarding agency will have a right to a specific dollar amount. Calculate this amount by multiplying the current market value or proceeds from the item sale by the awarding agency's share of the equipment (i.e, the agency's percentage of participation in the cost of the original purchase). The seller is also eligible for limited sale and handling costs of \$500 or 10% of the proceeds, whichever is less.
- In cases where the recipient or subrecipient fails to take appropriate disposition actions, the awarding agency may direct other disposition actions.

006 -2022

CERTIFIED COPY OF ORDER

January Session of the ~~January~~ Adjournd 22

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

4th January 22

In the County Commission of said county, on the day of 20

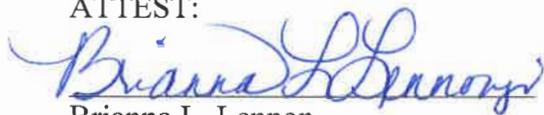
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and erosion and sediment control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development Inc.

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

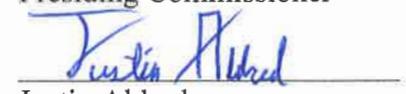
Done this 4th day of January 2022.

ATTEST:

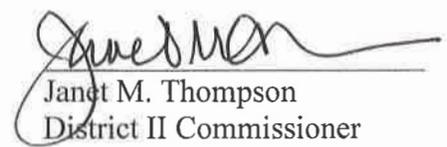

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: November 16, 2021

Developer/Owner Name: Fred Overton Development Inc.
Address: 2712 Chapel Wood View
Columbia, MO 65201

Development: Ravenwood Plat 2

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Ravenwood Plat 2. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on June 25, 2021.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 26th day of October 2022, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$72,586.41, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

~~X~~ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

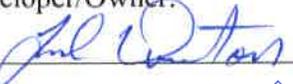
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to October 26, 2022, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on October 26, 2022, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

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

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

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

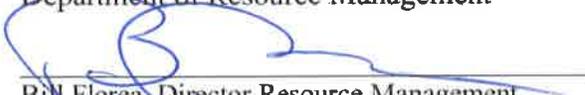
By: 

Printed Name: Fred Overton

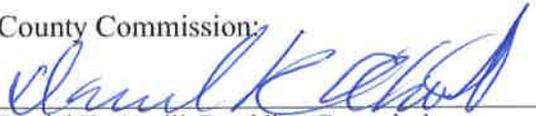
Title: Pres

BOONE COUNTY, MISSOURI:

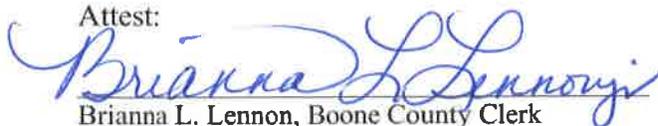
Department of Resource Management


Bill Florea, Director Resource Management

County Commission:


Daniel K. Atwill, Presiding Commissioner

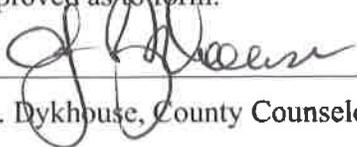
Attest:


Brianna L. Lennon, Boone County Clerk

County Treasurer


Tom Darrough, County Treasurer

Approved as to form:


C.J. Dykhuse, County Counselor



Central Bank

IRREVOCABLE LETTER OF CREDIT

NO. 0126516-0899

DATE: December 6, 2021

Amount: \$72,586.41

County of Boone

Attn: Bill Florea, Director Resource Mgmt

801 E Walnut St, Rm. 315

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **The Central Trust Bank d/b/a Central Bank of Boone County** for the account of Fred Overton Development, Inc., herein Developer/Owner, up to an aggregate amount of \$72,586.41, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of Credit #0126516-0899 Dated 12/6/2021."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 6, 2022, provided further that upon such expiration, either at December 6, 2022, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **The Central Trust Bank d/b/a Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.



Central Bank

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: 
Jaime Palmer, Assistant Vice President



Central Bank

Exhibit "A"
To Letter of Credit
Form of Certificate for Drawing

Boone County, Missouri letterhead

Date

**The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President**

Re: **The Central Trust Bank d/b/a Central Bank of Boone County Letter
of Credit No.: 0126516-0899
Dated: 12/6/2021
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **The Central Trust Bank d/b/a Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0899** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary,
that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # _____],
Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____



Central Bank

Exhibit "B"
To Letter of Credit
Form of Reduction Certificate

Boone County, Missouri letterhead

Date

**The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President**

Re: **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of
Credit No.: **0126516-0899**
Dated: 12/6/2021
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ _____.

BOONE COUNTY, MISSOURI

By: _____
Presiding Commissioner

APPROVED BY:

Attest:

Bill Florea, Director, Planning & Building

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

007-2022

CERTIFIED COPY OF ORDER

January Session of the ~~January~~ Adjournd 22

STATE OF MISSOURI }
County of Boone } ea.

Term. 20

4th January 22

In the County Commission of said county, on the day of 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza and the Boone County Government Center Chambers by League of Women Voters of Columbia-Boone County on January 6, 2022 from 4:30PM until 6:30PM for the January 6th Commemoration Vigil. 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 the 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 4th day of January 2022.

ATTEST:

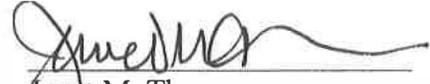

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

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: League of Women Voters of Columbia-Boone County

Address: PO Box 239

City: Columbia State: MO ZIP Code: 65205

Phone: 573-424-9668 Website: lwvcbc.org

Individual Requesting Use: Marilyn McLeod

Position in Organization: Board Member

Address: 3109 Greenridge Rd.

City: Columbia State: MO ZIP Code: 65202

Phone: 573-445-3500 Email: marilyn_mcleod@yahoo.com

Event: January 6th Commemoration Vigil

Description of Use (ex. Concert, speaker, 5K): Speakers

Date(s) of Use: Thursday, January 6, 2022

Start Time of Setup: 4:30 p.m. AM/PM

Start Time of Event: 5:00 p.m. AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 6:00 p.m. AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 6:30 p.m. AM/PM

Emergency Contact During Event: Marilyn McLeod Phone: 573-239-3708

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:

Add information to community calendars; press release to media

How many attendees (including volunteers) do you anticipate being at your event? approx. 150

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.

This is an outdoor event and we will have people designated to call the fire dept., medical or police should there be an emergency.

**We don't anticipate more than 150 people, most who are members
of our organizational groups.**

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: Marilyn McLeod
Address: 3109 Greenridge Rd.
City: Columbia State: MO ZIP Code: 65202

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: Marilyn McLeod, Board Member
Address: 3109 Greenridge Rd., Columbia 65202
Phone Number: 573-445-3500 Date of Application: 12/22/2021
Email Address: marilyn_mcleod@yahoo.com
Signature: *Marilyn McLeod*

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@boonccountymo.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:

BOONE COUNTY, MISSOURI

Brianna L. Dennis
County Clerk

David L. [Signature]
County Commissioner

DATE: 1.4.2022

81-43/029

1582

Marilyn McLeod
3109 Greenidge Rd.
Columbia, MO 65202
573-445-3500

DATE 12/22/2021

PAY TO THE ORDER OF Boone County Commission \$100⁰⁰/₁₀₀

One hundred and 00/100

SIMMONS BANK

FOR Deposit on spact

Marilyn McLeod

⑆082900432⑆

⑆844242⑆ 1582



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: League of Women Voters of Columbia-Boone County

Address: P.O. Box 239
City: Columbia State: MO ZIP Code 65205

Phone: 573-445-3500 Website: lvwcbc.org

Individual Requesting Use: Marilyn McLeod Position in Organization: Board Member

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

Event: January 6th Commemoration Vigil
Speakers

Description of Use (ex. Speaker, meeting, reception): _____

Date(s) of Use: Thursday, January 6, 2022

Start Time of Setup: 4:30 p.m. AM/PM Start Time of Event: 5:00 p.m.

End Time of Event: 6:00 p.m. AM/PM End Time of Cleanup: 6:30 p.m.

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: Marilyn McLeod/Board Member

Phone Number: 573-445-3500 Date of Application: 12/28/2021

Email Address: Marilyn_mcleod@yahoo.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:

Brianna L. Lennor
County Clerk

BOONE COUNTY, MISSOURI
Daniel K. Atwill
County Commissioner

DATE: 1.4.2022

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2021 4549 Receipt Date: 12/29/2021

Employee Initials: TRJULIE

Received From: MARILYN MCLEOD

Amount: \$*****100.00

Remarks: LEAGUE OF WOMEN VOTERS
PLAZA RENTAL- JANUARY 6, 2022



Boone County Treasurer

Thomas Danough

Treasurer of Boone County