

179 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term ~~20~~ 20

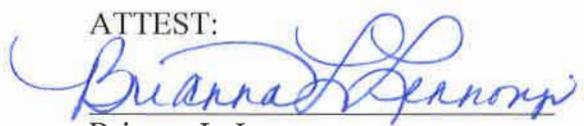
In the County Commission of said county, on the 26th day of April 20 22

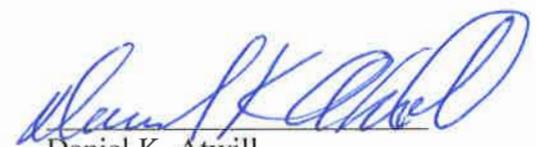
the following, among other proceedings, were had, viz:

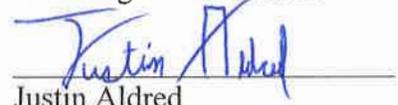
Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and erosion and sediment control Irrevocable Letter of Credit between the County of Boone and Coil Construction Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

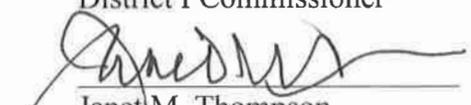
Done this 26th day of April 2022.

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: 3-29-2022

Developer/Owner Name: Coil Construction, Inc.
Address: 209 E. Broadway, Columbia MO, 65203

Development: Calibrated Technologies Expansion

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at the Calibrated Technologies Expansion. The SWPPP and ESC was prepared by Crockett Engineering Consultants on 3-22-2022.
- 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 *March 1st, 2024*, 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 \$57,874.81, 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:

- U 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 corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to *March 1st, 2024* then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *irrevocable standby letter of credit* can be released to Developer. If no written proof has been provided to the financial institution issuing the *irrevocable standby letter of credit* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *March 1st, 2024* or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *irrevocable standby letter of credit* to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

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: Coil Construction

By:  _____

Printed Name: Randy Coil

Title: President

BOONE COUNTY, MISSOURI:

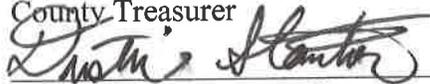
Department of Resource Management

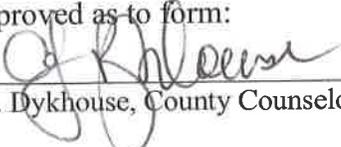
 _____

Bill Florea, Director Resource Management

County Commission:
 _____
Daniel K. Atwill, Presiding Commissioner

Attest:
 _____
Brianna L. Lennon, Boone County Clerk

County Treasurer
 _____
Christy Johnson, County Treasurer
Dustin Stanton

Approved as to form:
 _____
C.J. Dykhouse, County Counselor



Central Bank

IRREVOCABLE LETTER OF CREDIT

NO. 610063-0399

DATE: April 1, 2022

Amount: \$57,874.81

County of Boone
Attn: Director, Resource Management
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 Coil Construction Inc. up to an aggregate amount of \$57,874.81 available by your drafts at sight. Your drafts must be accompanied by your invoice to Coil Construction Inc. 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 #610063-0399 Dated 04/01/2022."

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 if presented to this bank on or before April 1, 2023, provided further that upon such expiration, either at April 1, 2023, 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.

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:



Dawn R. Shellabarger, Vice President

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

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, VP Commercial Banking

Re: The Central Trust Bank d/b/a Central Bank of Boone County
Letter of Credit No.: 610063-0399
Dated: 04/01/2022
In Favor of Boone County, Missouri on behalf of **Coil Construction 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. **610063-0399** (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: _____

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

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, VP Commercial Banking

Re: The Central Trust Bank d/b/a Central Bank of Boone County
Letter of Credit No.: **610063-0399**
Dated: 04/01/2022
In Favor of Boone County, Missouri on behalf of Coil Construction 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, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term 20

In the County Commission of said county, on the 26th day of April 20 22

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

Now on this day, the Boone County Commission does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Do Something Right Now for a Philanthropic Institution on a Site of Less Than Five Acres located at 313 Hogan Drive, Columbia, Missouri.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Order of Approval.

Done this 26th day of April 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

CONDITIONAL USE PERMIT BOONE COUNTY, MISSOURI

PROPERTY OWNER: Do Something Right Now, Inc.

ADDRESS: 313 Hogan Drive

LEGAL DESCRIPTION: Lot 40, Fairway Meadows Block No. 4

TAX PARCEL: 17-313-11-01-108.00

ZONING: Moderate Density Residential, R-M

DATE APPROVED: December 28, 2012, Commission Order 530-2021 and March 29, 2022, Commission Order 130-2022

CONDITIONAL USE: Philanthropic Institution on a Site Less Than Five Acres, specifically a food pantry and neighborhood support center.

CONDITIONS OF APPROVAL:

1. That the food pantry use be approved under this conditional use permit with hours of operation as defined by the applicant to be Sunday from 12-5 P.M. (Order 530-2021)
2. That the support center use be approved under this conditional use permit with hours of operation limited to Monday and Wednesday 3 PM to 8 PM, Friday 10 AM to 3 PM, and Saturday from 12 PM to 5 PM. (Order 130-2022)
3. That adequate off-street parking be provided in accordance with Section 14 of the Zoning Regulations and addressed through the commercial remodel of the building. (Order 130-2022)
4. That the remodel be complete prior to beginning the support center activity. (Order 130-2022)
5. The total number of people on the property be limited to 10, excluding the activity specifically supporting the food pantry use, such as deliveries, or the pantry standard operation hours of Sunday Noon to 5 P.M. (Order 130-2022)

VOID DATE: Void if not used for 12-month period.

EXPIRATION DATE: N/A

ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions, shown below, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Resource Management Department and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above or is discontinued for a continuous period of 12-months. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by 
Presiding Commissioner

APPROVED:


Bill Florea
Director, Boone County Resource Management Department

Dated: 4.26.2022

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

This facility can be operated such that it will have no negative impact on the neighborhood, existing utilities, property values or road access.

181 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term ~~20~~

In the County Commission of said county, on the 26th day of April 20 22

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 for Bid 06-10MAR22 – Culvert Improvements – Graham Rd. and Boothe Ln which opened on March 10, 2022. Resource Management recommends award to T&B Trucking and Excavating.

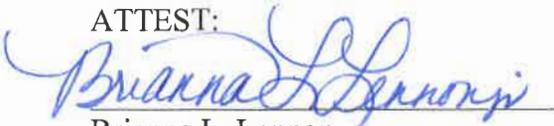
Cost of the contract is \$276,508.50. There will be a 10% contingency of \$27,650.85 added for a Purchase Order total of \$304,159.35.

Payments will be paid from Department 2041 – R&B RM Road Infrastructure Rehab and Preservation, Account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$350,000.

Done this 26th day of April 2022.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Jane M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson, Buyer
DATE: April 26, 2022
RE: Bid Award: *06-10MAR22 – Culvert Improvements – Graham Rd. and
Boothe Ln*

Request for Bid *06-10MAR22 – Culvert Improvements – Graham Rd. and Boothe Ln*
opened on March 10, 2022. Five bid responses were received.

Resource Management recommends award to T&B Trucking and Excavating

Cost of the contract is \$276,508.50. There will be a 10% contingency of \$27,650.85
added for a Purchase Order total of \$304,159.35, which will be paid from department
2041 – R&B RM Road Infrastructure Rehab and Preservation, account 71202 –
Contractor Costs.

Boone County Budgeted amount for this contact is \$350,000.

Attached is the bid tabulation for your review.

ATT: Bid Tab

cc: Bid File

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **T&B Trucking and Excavating, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 06-10MAR22- Culvert Improvement – Graham Rd. and Boothe Ln.

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

<u>Description</u>	<u>Price</u>
<u>06-10MAR22 - Culvert Improvement – Graham Rd. and Boothe Ln.</u>	<u>\$276,508.50</u>
TOTAL	\$276,508.50

The contract award for Boone County's **Culvert Improvement - Graham Rd. and Boothe Ln.** is to be in the amount of **Two Hundred Seventy-Six Thousand Five Hundred Eight Dollars and Fifty Cents.**

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Individual Bidder Certification
- Certification Regarding Debarment
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- Sample Performance Bond,
- Sample Labor & Material Payment Bond
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Contractor's Affidavit Regarding Settlement of Claims
- General Specifications

Commission Order # _____

Technical Specifications
Special Provisions / Project Notes
State Wage Rates-Annual Wage Order #28
Boone County Standard Terms and Conditions
Project Plans and/or Details
Notice to Proceed
Boone County Roadway Regulations Chapter II
MODOT Standard Specifications for Highway Construction Current Edition
US Army COE Nationwide Permit Conditions

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications**. When an item is the subject of both the Boone County Roadway Regulations Chapter II and the MoDOT Standard Specifications, the Boone County Roadway Regulations Chapter II will govern the work. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment;

Commission Order # _____

therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

Commission Order # _____

The Owner agrees to pay the Contractor in the amount: **\$276,508.50.**

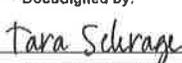
Two Hundred Seventy-Six Thousand, Five Hundred Eight Dollars and Fifty Cents (\$276,508.50)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 4/26/2022
at Columbia, Missouri. (Date)

T&B TRUCKING AND EXCAVATING LLC

BOONE COUNTY, MISSOURI

By 
DocuSigned by:
F57C2F80F23D4A6...

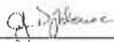
By: Boone County Commission

Title Owner


DocuSigned by:
Presiding Commissioner

APPROVED AS TO FORM:

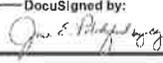
ATTEST:


DocuSigned by:
County Counselor


DocuSigned by:
County Clerk

AUDITOR CERTIFICATION

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

 4/14/2022 2041 / 71202 - \$276,508.50
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

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STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term 20

In the County Commission of said county, on the 26th day of April 20 22

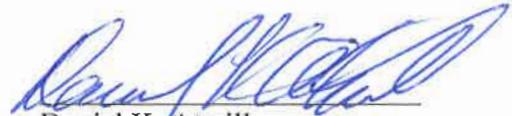
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the purchase of N95 Masks at a unit cost of \$1.05 each and a total quantity of 4,400 for a total expenditure of \$4,620.00. Payment will be made from Boone County's American Rescue Plan Act (ARPA) money.

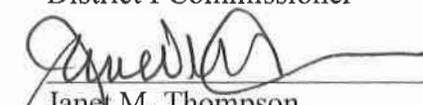
Done this 26th day of April 2022.

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

183 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the 26th day of April 2020

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

Now on this day, the County Commission of the County of Boone does hereby adopt the recommendations of the Boone County Job Classification Committee and authorizes the following changes:

Create a classification of Deputy Director, Information Technology (Classification Code 104150, Range 59) in the Information Technology department, effective 4/26/22.

Done this 26th day of April 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 Human Resources

Jenna Redel
Director, Human Resources
and Risk Management



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4405
Fax: (573) 886-4444

April 25, 2022

Recommendations from Job Classification Committee

The Job Classification Committee met via Teams and in-person on March 31, 2022 to review and discuss a request to add a new job classification of Deputy Director, Information Technology. The Committee agreed to bring forward the following recommendation to the Commission:

Create a new classification of Deputy Director, Information Technology, Classification Code 104150, on Pay Range 59.

Best Regards,

Jenna Redel

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

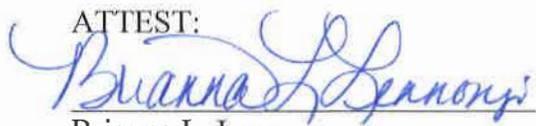
Term 20

In the County Commission of said county, on the 26th day of April 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to transfer above the Authorized Transfer Salary for position number 201, First Assistant Prosecuting Attorney, and does hereby authorize an appropriation of \$88,000.00 for the salary of said position.

Done this 26th day of April 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

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 Nicholas Komoroski Department 1261 Boone County Prosecutor's Office

Position Title First Assistant Prosecuting Attorney Position No. 201

Proposed Starting Salary (complete one only) Annual: \$88,000 % of Mid-Point _____
 OR Hourly: _____ % of Mid-Point _____

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) Nicholas has been employed with Boone County as Assistant Prosecuting Attorney II for almost six years. He graduated in the top 20% of his law class in 2003 and during the course of his career has gained substantial litigation experience in both State and Federal Courts and has substantial jury trial experience.

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: Nick has been serving as Second Assistant Prosecuting Attorney for the last year and has been a vital resource for the office. Other attorneys in the office seek out Nick for advice and guidance regarding their cases. He is respectful of others and is highly regarded by the Judges, court staff, criminal defense attorneys and his co-workers. He has presented a Continuing Legal Education course to the attorneys at the Department of Revenue regarding depositions of expert witnesses.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This salary is in line with former First Assistant Prosecuting Attorneys. Also, this is a single person classification and there are not other comparable positions in this office (besides the Second Assistant Prosecuting Attorney or in Boone County Government.

Additional comments: Position is budgeted for 95,492 for 2022-23

Administrative Authority's Signature: Daniel K. Knight Date: 4-18-22

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: [Signature] Date: 4/18/22

Human Resource Director's Recommendations: Prior First Asst. was brought in at the same salary on 4/26/21. IS only \$1,1638.40 annually over current salary as Second Asst. Prosecutor
 Human Resource Director's Signature: [Signature] Date: 4/19/22

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 4.26.2022
 District I Commissioner's Signature: [Signature] Date: 4.26.2022
 District II Commissioner's Signature: [Signature] Date: 4.26.2022

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term 20

County of Boone

In the County Commission of said county, on the 26th day of April 2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the request to transfer above the Authorized Transfer Salary for position number 228, Second Assistant Prosecuting Attorney, and does hereby authorize an appropriation of \$78,000.00 for the salary of said position.

Done this 26th day of April 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

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 Craig Johnston Department 1261 - Boone County Prosecutors Office

Position Title Second Assistant Prosecuting Attorney Position No. 228

Proposed Starting Salary (complete one only) Annual: \$78,000 % of Mid-Point _____
 OR Hourly: _____ % of Mid-Point _____

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) Craig received his Bachelor's of Arts in Psychology graduating Magna Cum Laude in 1977. He received his Juris Doctorate from the University of Missouri in 1984. His legal career has always been in government sector where he began with the Missouri State Public Defender in 1984 to 1993, the Boone County Prosecutor's from 1993 to 1994 and returned to the Missouri State Public Defender's Office from 1994 to 2021 and now returning to the Boone County Prosecutor's Office.

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: With his vast litigation and appeal experience spanning over 39 years Craig has been an invaluable resource for all other prosecutors in the office providing research, guidance and assistance with legal matters and their cases. In his role at the Missouri State Public Defender's Office his duties included the supervision of 15 to 20 other attorneys. He has served a member of the Committee on Procedure in Criminal Cases from 2016 to 2021. Craig is highly respected by Judges, court personnel, defense attorneys and his co-workers.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This salary is in line with former Second Assistant Prosecuting Attorneys. Also, this is a single person classification and there are not other comparable positions in this office (besides the First Assistant Prosecuting Attorney or in Boone County Government.

Additional comments: Position is budgeted for 86,361 for 2022-25

Administrative Authority's Signature: Daniel K. Knight Date: 4-18-22

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

Auditor's Signature: [Signature] Date: 4/18/22

Human Resource Director's Recommendations: Candidate has significant legal and administrative experience. Salary is in par with other professional salaries in the organization.

Human Resource Director's Signature: [Signature] Date: 4/19/22

County Commission Approve Deny

Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 4.26.2022
 District I Commissioner's Signature: [Signature] Date: 4.26.2022
 District II Commissioner's Signature: [Signature] Date: 4.26.2022

186 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term 20

In the County Commission of said county, on the 26th day of April 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the following board reappointment.

Jay Creasy	Building Code Commission	Reappointment	2 Years	May 1, 2022 thru April 30, 2024
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Done this 26th day of April 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

Dan Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner



*Reactivated - no
previous app - no
chgs 4-21-22 Q*

Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymmo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Building Code Commission
Name: Jay Creasy
Home Address: 911 West Rollins Road
City: Columbia **Zip Code:** 65203
Business Address: 911 West Rollins Road
City: Columbia **Zip Code:** 65203
At which address would you prefer to be contacted?
E-mail: Benchmarkj@hotmail.com
Phone (Home): (573)999-9009 **Phone (Work):** (573)999-9009
Fax:

Qualifications:
I am an independent home inspector with extensive background in construction and current building codes.

Past Community Service:
I am currently and have served several term on the Boone County building code commission. I am currently on the city of Columbia building code commission. Optimist member. Past youth coach and volunteer for Habitat.

References:
Dave Nichols, Director of Public Works, Columbia Missouri Kevin Crane, Circuit Court Presiding Judge

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To:
Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution