

424-2022

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of September 20 22

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

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement  
121 Moonglow Ln  
Columbia, MO 65201

September Session  
September Adjourned  
Term 2022  
Commission Order No. 424-2022

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

Now on this 6 day of September 2022, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows 121 Moonglow Ln, Columbia, MO, a/k/a parcel# 17-319-12-01-294.00 01, Section 12, Township 48, Range 12 as shown by deed book 3176 page 0122, Boone County
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 18th day of June 2022, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

property as a special tax bill and added to the real estate taxes for said property for the current year.

8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

## Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

Done this 6th day of September 2022.

ATTEST:



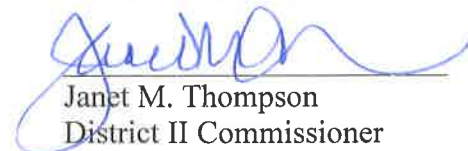
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## Environmental Health Activity Log

Address: 121 N Moonglow Lane

Parcel: 17-319-12-01-294.00 01

June 16, 2022: Complaint received about tall grass and weeds growing on the lawn of the property. Environmental Public Health Specialist Liz Olree drove by property and confirmed presence of weeds in excess of 12 inches tall; mailed nuisance notice to the property owner.

June 27, 2022: Liz Olree received nuisance letter back from USPS, marked "Return to sender – unclaimed – unable to forward."

August 8, 2022: Liz Olree drove by property and confirmed that the overgrown weeds were still present.

August 8, 2022: Liz Olree posted a legal notice in the Columbia Missourian to notify the owner of the nuisance.

August 23, 2022: Liz Olree drove by property and confirmed that the overgrown weeds were still present; issued a hearing notice for a hearing on September 6, 2022.

August 30, 2022: Liz Olree drove by property and confirmed that the overgrown weeds were still present.

Photo 1: Overgrown weeds on lawn of 121 N Moonglow Lane. Photo taken 8/30/2022.



# Kenny Mohr Assessor

**Parcel** 17-319-12-01-294.00 01

**Property Location** 121 N MOONGLOW LN

**City** COL BC LIBRARY (L4)      **Road** COMMON ROAD DISTRICT (CO)      **School** COLUMBIA (C1)  
**Library** COL BC LIBRARY (L4)      **Fire** BOONE COUNTY (F1)

<b>Owner</b>	MORGAN CATHERINE L	<b>Subdivision Plat Book/Page</b>	0015 0024
<b>Address</b>	121 MOONGLOW	<b>Section/Township/Range</b>	12 48 12
<b>Care Of</b>		<b>Legal Description</b>	SUNRISE ESTATES BLK 8 LOT 52
<b>City, State, Zip</b>	COLUMBIA, MO 65201 -	<b>Lot Size</b>	70.00 x 140.00
		<b>Irregular Shape</b>	
		<b>Deeded Acreage</b>	.00
		<b>Calculated Acreage</b>	.00
		<b>Deed Book/Page</b>	3176 0122    0908 0734

## Effective Date of Value 1/1/2022

CURRENT APPRAISED				CURRENT ASSESSED					
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total		
	RI	15,200	92,800	108,000		RI	2,888	17,632	20,520
<b>Totals</b>		15,200	92,800	108,000	<b>Totals</b>		2,888	17,632	20,520

## PROPERTY DESCRIPTION

<b>Year Built</b>	1989
<b>Basement</b>	NONE (1) <b>Attic</b> NONE (1)
<b>Bedrooms</b>	3 <b>Main Area</b> 1,132
<b>Full Bath</b>	2 <b>Finished Basement Area</b> 0
<b>Half Bath</b>	0
<b>Total Rooms</b>	6 <b>Total Square Feet</b> 1,132

## Boone County Assessor

Boone County Government Center  
 801 E. Walnut St., Rm 143  
 Columbia, MO 65201-7733

[assessor@boonecountymo.org](mailto:assessor@boonecountymo.org)

**Office** (573) 886-4270  
**Fax** (573) 886-4254

**Mapping** (573) 886-4262  
**Personal Property** (573) 886-4250  
**Real Estate** (573) 886-4265

Boone County



Recorded in Boone County, Missouri

Date and Time 07/06/2007 at 11:10:28 AM

Unofficial Document

Instrument # 2007017346 Book 3176 Page 122

Grantor MORGAN, WILLIAM J

Grantee MORGAN, CATHERINE L

Instrument Type WD  
Recording Fee \$30.00 S  
No of Pages 3

*Bette Johnson*  
Bette Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds certification)

Title of Document: GENERAL WARRANTY DEED

Date of Document: June 11, 2007

Grantor(s) PAGE 1

Grantee(s) PAGE 1

Statutory Mailing Address(s): PAGE 1

Legal Description: PAGE 1

Reference Book and Page(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Nora Dietzel, Recorder of Deeds

# Boone County, Missouri

BOONE COUNTY MO JUL 6 2007

## Unofficial Document

### GENERAL WARRANTY DEED

THIS DEED, Made and entered into this June 11<sup>th</sup> day of 2007, by and between **WILLIAM J. MORGAN and CORINNE J. MORGAN, husband and wife**, parties of first part, of San Diego County, California, grantors, and **CATHERINE L. MORGAN, a single person**, party of the second part, of Boone County, State of Missouri, grantee.

Grantee's mailing address is 121 Moonglow, Columbia, MO 65201.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents, GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the County of Boone, and State of Missouri, to wit:

**Lot Fifty-Two (52) of SUNRISE ESTATES SUBDIVISION, BLOCK VIII (8), as shown on Plat recorded in Plat Book 15, Page 24, Boone County Records.**

**Subject to Easements and restrictions of record.**

Property Address (if known): 121 Moonglow, Columbia, MO 65201  
Tax ID # (if known): 17-319-12-01-294

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assignees of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2007 and thereafter, and special taxes becoming a lien after the date of this deed.

# Boone County, Missouri

BOONE COUNTY MO JUL 6 2007

IN WITNESS WHEREOF the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

William J. Morgan  
WILLIAM J. MORGAN

Corinne J. Morgan  
CORINNE J. MORGAN

### ACKNOWLEDGMENT

State of California  
County of San Diego

On June 11, 2007, before me, Monica Scott the undersigned notary public, personally appeared WILLIAM J. MORGAN and CORINNE J. MORGAN and , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Monica Scott  
Notary Public  
My Commission Expires On: 7/25/2009  
MONICA SCOTT





4/25-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 22


In the County Commission of said county, on the 6th day of September 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 Budget Amendment for Department 2705 for moving funds for a Class 9 purchase of a second de-humidifier to be placed in the storage area at the ECC.


Done this 6th day of September 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, MISSOURI REQUEST FOR BUDGET REVISION

8/3/22  
EFFECTIVE DATE

FOR AUDITORS USE

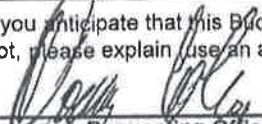
(Use whole \$ amounts)  
Transfer From      Transfer To  
Decrease            Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2705	71100	911/EM FM Bldg Mnt	Outsourced Services	2,100	
2705	91300	911/EM FM Bldg Mnt	Machinery & Equipment		2,100
<b>2,100</b>				<b>2,100</b>	

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Moving funds for class 9 purchase of a second humidifier to be placed in the storage area at the ECC. The unit purchased in 2021 is not keeping up with the humidity removal.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO  
If not, please explain (use an attachment if necessary):

  
\_\_\_\_\_  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

A schedule of previously processed Budget Revisions/Amendments is attached

Unencumbered funds are available for this budget revision.

Comments: *Cover Class 9*

*Agenda*

\_\_\_\_\_  
Auditor's Office

  
\_\_\_\_\_  
PRESIDING COMMISSIONER

  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

  
\_\_\_\_\_  
DISTRICT II COMMISSIONER



## Order Confirmation

Account: 4423385  
Order #: 21074876  
PO #: ECC Humidifier2

Dear Jody Moore,

Thank you for placing your order with Global Industrial. Your order details are below. We will send a Shipment confirmation once your item(s) ship.

Please note, orders containing multiple items may generate additional notifications as items may ship separately.

For most up to date information on your order, please [click here](#).

### Shipping Address:

JODY MOORE  
Boone County Facilities Maintenance  
613 E ASH ROOM 107  
COLUMBIA, MISSOURI 65201  
UNITED STATES

### Billing Address:

JODY MOORE  
Boone County Facilities Maintenance  
613 E ASH Room 107  
COLUMBIA, MISSOURI 65201 UNITED STATES

### Remit To:

GLOBAL EQUIPMENT COMPANY INC.  
29833 NETWORK PLACE  
CHICAGO, IL 60673-1298  
5738867221

### Payment Information:

Terms: Net30  
Order Total: \$2086.99

Order Date: 08/03/2022 14:43 PM EST



### Product Description

Global Industrial™ Low Grain Refrigerant Dehumidifier w/ Pump,  
120V, 200 Plnts  
Country Of Origin: CHINA

### Item #

246690

### Qty

1

### Price

\$ 1,640.00

### Total

\$ 1,640.00

### Shipping Method: TRUCK

Estimated Delivery On or Before: Tue, Aug 9

Subtotal: \$ 1,640.00  
Shipping and Handling: \$ 446.99  
Tax: \$ 0.00  
Total: \$ 2,086.99

This order is subject to [Global Industrial's Terms & Conditions of Sale](#). Global Industrial objects to any other additional or different terms in your purchase order or acceptance.



1 Harbor Park Drive, Port Washington, N.Y. 11050

Copyright © by Global Equipment Company Inc. All Rights Reserved

[help](#) | [Contact Us](#)

This order is subject to [Global Industrial's Terms & Conditions of Sale](#). Global Industrial objects to any other additional or different terms in your purchase order or acceptance.

Year	<u>2022</u>	Original Appropriation	<u>10,880.00</u>
Dept	<u>2705 911/EM FM BUILDING MAINT</u>	Revisions	<u>                    </u>
Acct	<u>71100 OUTSOURCED SERVICES</u>	Original + Revisions	<u>10,880.00</u>
Fund	<u>270 911/EM SALES TAX FUND</u>	Expenditures	<u>742.50</u>
		Encumbrances	<u>                    </u>
Class/Account	<u>A ACCOUNT</u>	Actual To Date	<u>742.50</u>
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>10,137.50</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>10,137.50</u>

Expenditures by Period

January	<u>                    </u>	July	<u>                    </u>
February	<u>                    </u>	August	<u>                    </u>
March	<u>                    </u>	September	<u>                    </u>
April	<u>525.00</u>	October	<u>                    </u>
May	<u>                    </u>	November	<u>                    </u>
June	<u>217.50</u>	December	<u>                    </u>

F2=Key Scr    F3=Exit    F5=Ledger Transactions    F7=Transactions    F9=Budget

4/26 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

September Session of the July Adjourned

Term. 2022

In the County Commission of said county, on the 6th day of September 20 22

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

Now on this day, the County Commission of the County of Boone, does hereby authorize the temporary change of the annual budgeted hours for position 48, Legal Assistant I, to 1560 hours effective September 6, 2022, through May 15, 2023. On May 15, 2023, position 48 will return to full-time status.

Done this 6<sup>th</sup> day of September 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

427-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

September Session of the July Adjourned

Term. 2022

In the County Commission of said county, on the 6th day of September 20 22

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

Now on this day, the County Commission of the County of Boone, does hereby authorize the reclassification of position 379 from Legal Assistant I (code 504400) Range 25 to Victim Assistant (code 502200) Range 25. This Victim Assistant position will be a fixed tier position, which cannot automatically be converted to a Crime Victim Specialist (code 502100) Range 37.

Done this 6<sup>th</sup> day of September 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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of September 20 22

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

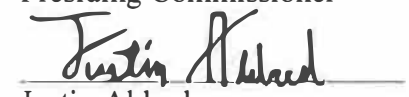
Now on this day, the County Commission of the County of Boone does hereby approve the Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and D & D Investments of Columbia, LLC for Willow Creek Plat 2.

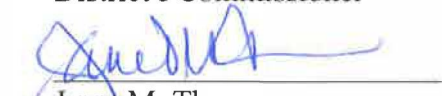
Done this 6th day of September 2022.

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

## Permanent Stormwater Management BMP Security Agreement

Date: July 19, 2022

Developer/Owner Name: D & D Investments of Columbia LLC

Address: 1200 I-70 Drive SW, Columbia, MO 65203

Development: Willow Creek 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 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 and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans 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 plans, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

Construct one (1) Bioretention Basin/Cell located on common lot C1 in accordance with the Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and authorized to proceed by Boone County on 05/21/2021.
3. **Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the 1st day of November 2023, 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 \$33,300.00, 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 (check one):

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of \_\_\_ months
- Corporate surety bond issued to Boone County

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 selected form of security 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 the *Time for Completion date listed in 3 above*, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Developer. If no written proof has been provided to the financial institution issuing *the selected form of security in 4 above* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *the Time for Completion date listed in 3 above*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above 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:**

D & D Investments of Columbia LLC

By: 

Printed Name: Daniel van Prok

Title: member

**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

  
Dustin Stanton, County Treasurer

Approved as to form:

  
C.J. Dykhouse, County Counselor



First State  
Community Bank

---

COPY

IRREVOCABLE LETTER OF CREDIT

NO. 4522095147

DATE: August 9, 2022

Amount: \$33,300.00

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 First State Community Bank for the account of D & D Investments of Columbia LLC up to an aggregate amount of \$33,300.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to 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 First State Community Bank Letter of Credit 4522095147 Dated 08/09/2022."

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 in Exhibit "A", if presented to this bank on or before November 1, 2023, provided further that upon such expiration, either at November 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 First State Community Bank 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:   
John H Findley, Senior Vice President

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

Boone County, Missouri

\*\*\*Date\*\*\*

**First State Community Bank**  
300 Diego Dr  
Columbia, MO 65203  
Attention: John Findley, Senior VP

Re: Bank Letter of Credit No.: 4522095147  
Dated: 08/09/2022  
In Favor of Boone County, Missouri on behalf of D & D Investments of Columbia LLC

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Landmark Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 4522095147 (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

\*\*\*Date\*\*\*

First State Community Bank  
300 Diego Dr  
Columbia, MO 65203  
Attention: John Findley, Senior VP

Re: Bank Letter of Credit No.: 4522095147  
Dated: 08/09/2022  
In Favor of Boone County, Missouri on behalf of D & D Investments of Columbia LLC

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: \_\_\_\_\_

4/29-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of September 20 22

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

Now on this day, the County Commission of the County of Boone does hereby receive and accept the plat of Willow Creek Plat 2. S01-T48N-R12W. R-SP. D & D Investments of Columbia, LLC, owner. David Butcher, surveyor. It is further ordered the Presiding Commissioner is hereby authorized to sign said plat.

Done this 6th day of September 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

430-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2022

County of Boone

In the County Commission of said county, on the

6th

day of

September

20 22

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

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation for roadway maintenance within Willow Creek Plat 2.

Done this 6th day of September 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



8



# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315

COLUMBIA, MISSOURI 65201-7730

PLANNING (573) 886-4330 ★ INSPECTION (573) 886-4339 ★ ENGINEERING (573) 886-4480

FAX (573) 886-4340

BILL FLOREA, DIRECTOR

JEFF MCCANN, CHIEF ENGINEER

---

## MEMO

**DATE:** August 31, 2022

**TO:** Boone County Commission

**FROM:** Jeff McCann, P.E., Chief Engineer, Boone County Resource Management *JM*

**RE:** Recommendation for Roadway Maintenance Acceptance  
Willow Creek Plat 2

---

Commissioners,

Attached for your consideration for roadway maintenance acceptance are the New Roadway Construction Final Reports for the following roads within Willow Creek Plat 2, East Half of the East Half of Section 01, Township 48 North, Range 12 West, Boone County Missouri:

- Federal Drive – 670 Feet
- Traveller Drive – 725 Feet
- Elwood Arms Lane – 156 Feet

These roads were constructed by Emery Sapp & Sons, Inc. for D & D Investments of Columbia, LLC. in accordance with the approved construction plans designed by Crockett Engineering Consultants LLC.

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 08/02/22

Date letter requesting acceptance received: 5/5/2022

Development Name: Willow Creek Plat 2

Roadway Name: Federal Drive

Sheet 1 of 3

(If more than one roadway, fill out a separate form for each road.)

---

**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: Concrete

Roadway Width: 32'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 670'

ROW Width: 50'

Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: \_\_\_\_\_



Chief Engineer's Signature

8/31/22

Date

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 08/02/22

Date letter requesting acceptance received: 5/5/2022

Development Name: Willow Creek Plat 2

Roadway Name: Traveller Drive

Sheet 2 of 3

(If more than one roadway, fill out a separate form for each road.)

---

---

**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: Concrete

Roadway Width: 32'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 725'

ROW Width: 50'


Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: \_\_\_\_\_



Chief Engineer's Signature

8/31/22

Date

**NEW ROADWAY CONSTRUCTION  
FINAL REPORT**

Final Inspection Date: 08/02/22

Date letter requesting acceptance received: 5/5/2022

Development Name: Willow Creek Plat 2

Roadway Name: Elwood Arms Lane

Sheet 3 of 3

(If more than one roadway, fill out a separate form for each road.)

---

---

**DESCRIPTION AND CONDITIONS OF THE ROADWAY:**

Roadway Surface: Concrete

Roadway Width: 32'

(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width: N/A

Type of Material: N/A

Length of Roadway: 156'

ROW Width: 50'

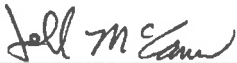
Cul-de-sac Surface: N/A

Radius: N/A

Sidewalks: Yes  No

Curb & Gutter: None  Rollback  Barrier

Comments: \_\_\_\_\_



Chief Engineer's Signature

8/31/22

Date

431 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 2022

In the County Commission of said county, on the 6th day of September 20 22  
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby rescind Commission Order 132-2020 that established a position of Emergency Communications Director, and reestablish positions for Director of Emergency Management and Director of Joint Communications effective January 1, 2023.

Done this 6th day of September 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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

17th

day of

March

20 20

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

Now on this day, the County Commission of the County of Boone does hereby confirm and restate its appointment of Chad Martin to the position of Emergency Communications Center Director, effective December 16, 2019. The Emergency Communications Center Director position merges the two former leadership positions – Directors of Emergency Management and Joint Communications. In all instances where the Director of Emergency Management position or the Director of Joint Communications position is referenced those titles shall be read to refer to the newly created position of Emergency Communications Center Director.

Done this 17th day of March 2020.

ATTEST:

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

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

September Session of the July Adjourned

Term. 2022

In the County Commission of said county, on the 6th day of September 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 Administrative Authority for FY2023 to purchase fixed assets in situations requiring prompt action to restore or preserve radio communications.

Done this 6th day of September 2022.

ATTEST:



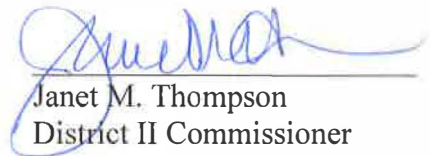
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 2022

County of Boone

In the County Commission of said county, on the 6th day of September 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 a request to temporarily change the budgeted hour allocation of positions 937, 938, 939, 940 and 941, which are currently vacant Emergency Telecommunicator positions. These five positions will be lowered to 1560 hours and remain benefit eligible. The Department anticipates requesting additional part-time, benefitted positions in its 2023 budget, at which time these positions will be returned to full-time positions.

Done this 6th day of September 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



434-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 22


In the County Commission of said county, on the 6th day of September 20 22

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

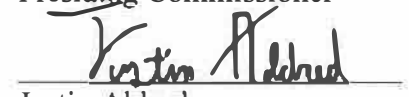
Now on this day, the County Commission of the County of Boone does hereby approve an agreement with D. H. Pace Company, Inc. for Overhead Door Maintenance and Repair Services. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 6th day of September 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, CPPB  
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, CPPO, CPPB  
DATE: September 8, 2022  
RE: Cooperative Contract: *C000476 (City of Columbia Coop 102/2022) – Overhead Door Maintenance and Repair*

Facilities Maintenance and Road & Bridge request permission to utilize the City of Columbia cooperative contract *102/2022* to purchase Overhead Door Maintenance and Repair services from D. H. Pace Company, Inc. of Columbia, Missouri. Boone County contract number is C000476.

This is a county-wide term and supply contract that will be primarily used by Facilities Maintenance and Road and Bridge. Contract term is August 8, 2022 through August 7, 2023 with four, 1-year renewal periods.

cc: Contract File  
Greg Edington, R&B; Jody Moore, Doug Coley, Facilities Maintenance

**PURCHASE AGREEMENT**  
**for**  
**OVERHEAD DOOR MAINTENANCE AND REPAIR**  
**TERM & SUPPLY**

**THIS AGREEMENT, # C000476**, dated the 6th day of September 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **D.H. Pace Company, Inc.**, herein "Vendor."

**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 **Overhead Door Maintenance and Repair – Term & Supply** in compliance with all bid specifications and any addenda issued for the **City of Columbia Contract 102/2022**, Boone County Insurance Requirements, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the City of Columbia Contract 102/2022, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Overhead Door Maintenance and 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.

3. **Contract Period** - The contract period shall be **August 8, 2022 through August 7, 2023**. Contract may be renewed by order of the County for **four (4) additional one-year periods**. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

4. **Purchase Order** – The County may issue a Purchase Order for any order placed from this contract.

5. **Pricing - Prevailing Wage** – Prevailing Wage shall apply to each project if applicable as follows:

- If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.
- If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
- **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of

the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

**Table 1 - Non-Prevailing Wage Projects, including maintenance. Under the \$75,000 threshold per project. Bonding percentage in table 3, line 1 shall apply if project total is over the \$50,000 bonding threshold.**

<b>Line Item</b>	<b>Carpenter per Hour</b>	<b>Original contract period: 8/8/22 – 8/7/23</b>	<b>1<sup>st</sup> Renewal: 8/8/23-8/7/24</b>	<b>2<sup>nd</sup> Renewal: 8/8/24-8/7/25</b>	<b>3<sup>rd</sup> Renewal: 8/8/25-8/7/26</b>	<b>4<sup>th</sup> Renewal: 8/8/26-8/7/27</b>
3.1.	Straight Time	\$88.00	\$90.64	\$93.36	\$96.16	\$99.04
3.2.	Overtime	\$132.00	\$135.96	\$140.04	\$144.24	\$148.57
3.3.	Weekends/Emergency/Holiday	\$175.00	\$180.25	\$185.66	\$191.23	\$196.97

**Table 2 - Prevailing Wage Projects - Over the \$75,000 threshold per project. Bonding percentage in table 3, line 1 shall apply.**

<b>Line Item</b>	<b>Carpenter per Hour</b>	<b>Original contract period: 8/8/22 – 8/7/23</b>	<b>1<sup>st</sup> Renewal: 8/8/23-8/7/24</b>	<b>2<sup>nd</sup> Renewal: 8/8/24-8/7/25</b>	<b>3<sup>rd</sup> Renewal: 8/8/25-8/7/26</b>	<b>4<sup>th</sup> Renewal: 8/8/26-8/7/27</b>
6.1.	Straight Time	\$88.00	\$90.64	\$93.36	\$96.16	\$99.04
6.2.	Overtime	\$132.00	\$135.96	\$140.04	\$144.24	\$148.57
6.3.	Weekends/Emergency/Holiday	\$175.00	\$180.25	\$185.66	\$191.23	\$196.97

**Table 3 – Miscellaneous Pricing**

<b>Line Item</b>	<b>Item</b>	<b>Unit of Measure</b>	<b>Firm, Fixed Percentage</b>
8	Section of (rolling) sectional door. Contractor when invoicing County, shall supply manufacturer/supplier invoice. Percentage shall remain FIZXED through the life of the contract.	Percentage off manufacturer's / supplier's list price	30%
9	Complete rolling door. Contractor when invoicing County, shall supply manufacturer/supplier invoice. Percentage shall remain FIZXED through the life of the contract.	Percentage off manufacturer's / supplier's list price	30%
10	Administration and Bonding markup per project over \$50,000. Percentage shall remain FIXED through the life of the contract.	Percentage	0%
11	Materials supplied by the contractor shall be at their catalog price plus a percentage. Freight shall be at the contractors cost and	Percentage	25%

	shall not be subject to markup. Indicate percentage markup over the contractor's catalog price. Percentage shall remain FIXED through the life of the contract.		
<b>Line Item</b>	<b>Equipment</b>	<b>Unit</b>	<b>Firm, Fixed Percentage/Price</b>
12	Scissor Lift Price shall remain FIXED through the life of the contract	Per Hour	\$30.00
13	Percentage Markup for rental equipment over contractor rental price. A copy of the contractor invoice shall be submitted with project billing. Percentage shall remain FIXED through the life of the contract.	Percentage	20%

6. **Performance, Labor, and Materials Bonding** – The contractor on a public improvement project costing more than fifty thousand dollars (\$50,000.00) shall provide to the County, on County forms, a Performance Bond and a Labor and Material Payment Bond, with corporate surety, satisfactory to the purchasing agent, each in an amount not less than the project price.

7. **Billing and Payment** - All billing shall be invoiced to the Boone County ordering department. This is a county-wide contract which may include Boone County Facilities Maintenance and Boone County Road and Bridge. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty 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 Vendor, 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.

8. **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.

9. **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 written amendment executed with the same formality as this agreement.

10. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar 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 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.


D. H. PACE COMPANY, INC.

BOONE COUNTY, MISSOURI

by  \_\_\_\_\_  
DocuSigned by:  
007E163AF37644A...

by: Boone County Commission

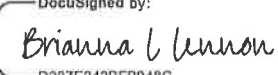
title Vice President \_\_\_\_\_

 \_\_\_\_\_  
DocuSigned by:  
BA4B934CED8E4EB  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

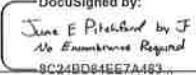
ATTEST:

 \_\_\_\_\_  
DocuSigned by:  
7D74DEAE89D74DD  
CJ Dykhouse, County Counselor

 \_\_\_\_\_  
DocuSigned by:  
D287E242BF8948C  
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 Pritchard by JF  
No Exemptions Required  
9C248D84EE7A483...  
Signature

8/24/2022

Date

Term & Supply

Appropriation Account

435-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 2022

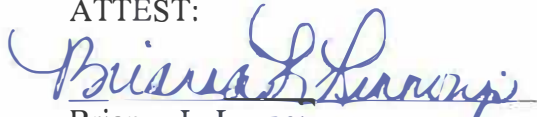
In the County Commission of said county, on the 6th day of September 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Rave Wireless, Inc. d/b/a Rave Mobile Safety for Licenses and Maintenance for Rave SMS to Opt-in for Public Safety. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 6th day of September 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, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** September 8, 2022  
**RE:** Amendment #3 to Coop Contract EC07-14 (Finance Enterprise Contract #C000366) - Licenses and Maintenance for Rave SMS to Opt-in for Public Safety with Rave Wireless, Inc., d/b/a Rave Mobile Safety. This is a contract to purchase Rave Alert's keyboard feature with maintenance renewal.

Attached for signature and approval is Amendment #3 to Coop Contract EC07-14 (Finance Enterprise Contract #C000366) – *Licenses and Maintenance for Rave SMS to Opt-in for Public Safety*. Vendor is Rave Wireless, Inc., d/b/a Rave Mobile Safety.

Contract is for the period August 1, 2022 through February 28, 2026 for six license subscriptions for the following annual renewal pricing:

08/01/2022 – 02/28/2023: \$875.00  
03/01/2023 – 02/28/2024: \$1,500.00  
03/01/2024 – 02/28/2025: \$1,500.00  
03/01/2025 – 02/28/2026: \$1,500.00

Invoice(s) will be paid from department 2708 – 911/EM IT Hardware & Software, account 70100 - Software Subscriptions. \$1,500 is budgeted for 2022.

**cc:** Beth Boos, Aron Gish, IT  
Contract File



Commission Order #: 435-2022

Date: 09.06.2022

**CONTRACT AMENDMENT NUMBER THREE  
PURCHASE AGREEMENT FOR  
EC07-14 (FINANCE ENTERPRISE CONTRACT # C000366) –  
ANNUAL MAINTENANCE FOR RAVE ALERT FOR PUBLIC SAFETY  
AND RAVE SMS TO OPT-IN FOR PUBLIC SAFETY**

The Purchase Agreement dated March 22, 2016 made by and between Boone County, Missouri and Rave Wireless, Inc., d/b/a Rave Mobile Safety for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

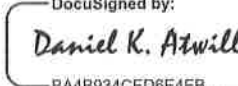
- 1. ADD** an additional license for Rave SMS to Opt-in for Public Safety for a total of six subscriptions per quote #0066e00001fKZeYAAW (attached hereto and incorporated into the contract).
- Contract renews for the period August 1, 2022 through February 28, 2026. Annual renewal pricing for six subscriptions is as follows:  
  
08/01/2022 – 02/28/2023: \$875.00  
03/01/2023 – 02/28/2024: \$1,500.00  
03/01/2024 – 02/28/2025: \$1,500.00  
03/01/2025 – 02/28/2026 : \$1,500.00
- Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**RAVE WIRELESS, INC.  
D/B/A RAVE MOBILE SAFETY**

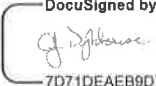
**BOONE COUNTY, MISSOURI**  
by: Boone County Commission

by   
030D9648B547493  
CFO  
title \_\_\_\_\_

  
BA4B934CED8E4EB  
Daniel K. Atwill, Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

  
7D71DEAEB9D74DD  
CJ Dykhouse, County Counselor

  
D728E242BE8948C  
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 Akhurd by SA 67B7A052023164C5	8/22/2022	2708-70100: \$875.00
Signature	Date	Appropriation Account



492 Old Connecticut Path, 2<sup>nd</sup> Floor  
Framingham, MA 01701  
Renewals@ravemobilesafety.com

## RAVE MOBILE SAFETY RENEWAL

Hello,

Your Alert for Public Safety service contract is set to expire on **August 1, 2022**. Enclosed on Page 2 is a Rave Mobile Safety Renewal Quote for your review. Please return a signed copy of this Renewal Quote 30 days prior to your Renewal Date.

Thank you,  
Rave Renewals Team  
Renewals@ravemobilesafety.com

### INSTRUCTIONS FOR COMPLETING RENEWAL:

1. Complete required Billing Information section
2. Sign in signature block at bottom of Renewal Quote
3. Return via email or fax:  
E: Renewals@ravemobilesafety.com  
F: (917) 591-9105

**THIS IS NOT AN INVOICE**



492 Old Connecticut Path, 2<sup>nd</sup> Floor  
Framingham, MA 01701  
Renewals@ravemobilesafety.com

**RENEWAL QUOTE**

**Date: August 12, 2022**  
**Quote #0066e00001fKZeYAAW**

**Boone County, MO**  
**Attn: Beth Boos** 801 E Walnut, Room 220  
**Columbia, Missouri**  
**65201**  
**United States**

<b>Renewal - August 1, 2022 through February 28, 2026</b>	
<b>Renewal - August 1, 2022 through February 28, 2023</b>	
Rave SMS to Opt-in for Public Safety	\$5,375.00
<b>Total Contract Value:</b>	<b>\$5,375.00</b>

*All terms and conditions of the fully executed agreement shall remain in full force and effect. Renewal Quote does not include Sales Tax, if applicable.*

**Billing Schedule:**

8/01/2022 – 2/28/2023	\$875.00
3/1/2023 – 2/28/2024	\$1,500.00
3/1/2024 – 2/28/2025	\$1,500.00
3/1/2025 – 2/28/2026	\$1,500.00

**THIS IS NOT AN INVOICE**

**New! Optional Training Sessions**

Are you interested in including a one-time online training engagement to your renewal? It is a great way to keep your staff current on all new and enhanced features of our products.

To purchase a Standard 4-hour online training session, please check this box (price is \$1200 for US renewals)

Please note: Training must be used within the 12-month period of your annual subscription period. For an additional cost, customized training is available upon request. Please contact your Account Executive for further details.

**\* BILLING INFORMATION (Required):**

\* Billing Contact: Elizabeth Boos

\* Billing Phone: 573-554-7858

\* Billing Email: bboos@boonecountymo.org

\* PO Required?  If YES, enter PO #: \_\_\_\_\_

Please Note: If a PO is required for payment purposes, please provide a PO # within 7 days of submitting your signed quote or upon receipt of Auto-Renewal Invoice

**BILLING INFORMATION:**

1. Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.
2. Is the contracting entity exempt from sales tax? If yes, please upload a copy of your tax exemption form

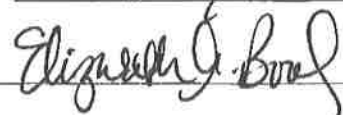
Please ensure that your proof of exemption is a State Tax Exemption for your billing state. We cannot accept proof of IRS Federal Tax Exemption or W-9 forms in lieu of proof of state tax exemption.

Invoices for this order will be emailed automatically from collections@ravemobilesafety.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

**QUOTE ACCEPTED BY:**

Authorized Signature:  Date: 8-17-2022

Name (Printed or Typed): Christopher Kelley Title: Deputy Director - Emergency Management

2<sup>nd</sup> Authorized Signature:  Date: 08/17/2022  
(If required)

Name (Printed or Typed): Elizabeth Boos Title: Systems and Support Manager - 911/EM

436 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of September 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 Organizational Use of the Boone County Government Center Chambers by Preferred Family Health - Chafee on September 21, 2022, from 4:00pm until 7:00pm. 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 6<sup>th</sup> day of September 2022.

ATTEST:



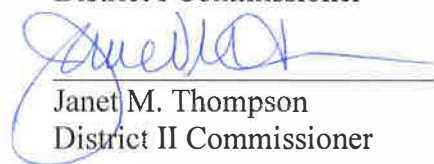
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County 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: Preferred Family Helath- Chafee

Address: \_\_\_\_\_

City: Columbia State: MO ZIP Code \_\_\_\_\_

Phone: 573-808-1869 Website: https://pfh.org/

Individual Requesting Use: Erica Garrison Position in Organization: Youth Specalist

Facility requested:  Chambers  Room 301  Room 311  Room 332

Event: Skills class for youth in foster care

Description of Use (ex. Speaker, meeting, reception): Meeting/ class

Date(s) of Use: 9/20, 9/21, 9/27 or 9/28

Start Time of Setup: 4pm AM/PM Start Time of Event: 5pm

End Time of Event: 6:30pm AM/PM End Time of Cleanup: 7pm

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: Erica Garrison/ Youth Specalist

Phone Number: 573-808-1869 Date of Application: 8/29/22

Email Address: erica.garrison@pfh.org

**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](mailto:commission@boonecountymmo.org).**

Applicants requesting ongoing regular use of Commission Chambers may request up to six months in advance. To continue regular use of Chambers, a new application must be submitted every six months. Chambers will not be reserved beyond the dates submitted.

## PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

\_\_\_\_\_  
County Clerk

BOONE COUNTY, MISSOURI

\_\_\_\_\_  
County Commissioner

DATE: 9.6.2022