

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

27th

day of

December

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 conditional use permit to operate a Kennel in the A-2 Agriculture zoning district on 3.65 acres located at 5550 W Gillespie Bridge Road, Columbia, subject to the following conditions:

- 1) There be no more that fifteen (15) dogs at any one time on the property.
- 2) The permit is issued to Faye Nowell and shall be transferrable only to Robin Diebold after a real estate transaction.
- 3) Business hours be by appointment only seven days a week.
- 4) No breeding or selling of animals would ever occur.

Done this 27th day of December 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

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

Now on this day, the County Commission of the County of Boone does hereby **approve** the request by D Who Land LLC to rezone from A-1 (Agriculture) to R-SP (Planned Single-Family Residential) and to approve a review plan for Five Pines on 174.98 acres located at 8100 E Richland Rd, Columbia, subject to the following conditions:

1. An approved Pre-annexation Agreement that includes the additional property that was added under warranty deed recorded in Book 5668 Page 0051 of the Boone County Recorder of Deeds office shall be provided prior to approval of a Final Plan for any portion of Phase of B or Phase C.
2. Any off-site improvements, other than the roundabout at the intersection of Rolling Hills and Richland Road, must be installed prior to or concurrently with the phase of the development that includes connection of the southern extension of Trade Winds Parkway to Richland Road (which is proposed phase two) or the phase that includes the 101st lot, whichever is earlier.
3. While the phasing of the numbered phases one to eleven do not have to be executed in sequential order, anything other than sequential order is subject to approval of the Director of Resource Management at the Director's sole discretion.
4. No Final Plan may be submitted containing any portion of Phase B or Phase C, as shown on Sheet C103 of the review plan, until the corresponding Annexation Agreement with the city has been approved that includes the additional acreage added to the proposal and the current proposed subdivision design and documentation of said approval has been submitted and accepted by the Director of Resource Management.
5. The note on the Review Plan and Preliminary Plat for Phase C shall be amended to indicate that Phase C can be platted after January 1, 2028

Done this 27th day of December 2022.

ATTEST:




Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
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Janet M. Thompson
District II Commissioner

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County of Boone

In the County Commission of said county, on the 27th day of December 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 by Joseph & Kelly Eagle to approve a Final Development Plan for Eagle A-RP on 4.7 acres located at 6910 S High Point Ln, Columbia.

Done this 27th day of December 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

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December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

27th

day of

December

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 following plats:

- Eagle Nest Estates. A-RP. S10-T47N-R13W. Joseph & Kelly Eagle, owners. Kevin Schweikert, surveyor;
- 4C2AP Acres. A-2. S3-T50N-R13W. 4C2AP, LLC, owner. Nathanael Kohl, surveyor;
- Biggs Estates Plat 1. R-S & A-2. S29-T47N-R11W. Andrew Biggs, owner. Jay Gebhardt, surveyor;
- Kaila's Ranch Plat 1. A-2. S9-T50N-R13W. Kaila Pollard, Amanda Kay Darwent, Kev Gardner, Revocable Trust, owners. James Patchett, surveyor;
- Peabody Ridge Subdivision. A-2. S35-T50N-R13W. Kenneth & Joanne Deakins, owner. Steven R. Proctor, surveyor;
- Douce Division Final Plat. A-R. S22-T50N-R13W. Philip E & Debbie Douce, and William F & Ilene E Douce, Revocable Living Trust, owners. Nathanael Kohl, surveyor;

and hereby authorizes the Presiding Commissioner to sign them.

Done this 27th day of December 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 Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Staff Report for County Commission
RE: P&Z Agenda Items
December 27, 2022

Nowell

The Planning and Zoning Commission conducted a public hearing on this request at its December 15, 2022 meeting and voted to recommend approval of the request, with conditions, on a unanimous vote. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are entered into the record of this meeting.

The subject property is located off Gillespie Bridge Road and adjacent to the boundaries of the City of Columbia to the north and south. The property is zoned A-2 agriculture. Adjacent zoning is as follows:

- North – City of Columbia Planned Development (PD)
- South – City of Columbia One-Family Dwelling (R-1)
- East – Single Family Residential (R-S)
- West – Agriculture (A-2)

In 2001, the property was down-zoned from R-S to A-2 (County Commission order 3-2001). The surrounding Boone County zoning appears to be original 1973 zoning. A Conditional Use Permit (CUP) was issued for dog kennel and dog day care facility in May of 2001 (Commission Order 209-2001).

The CUP included the following conditions:

1. There be no more than ten (10) dogs at any one time on the property.
2. The permit be issued to Ms. Nowell only, and is non-transferable.
3. The business is to be opened from 7:00am to 7:00pm, Monday thru Friday, and weekends by appointment only.
4. No breeding, raising or selling of animals would ever occur.
5. The permit is contingent upon the business plan.

The current application for a CUP for dog kennel and dog day care indicates that Ms. Nowell plans to retire and transfer the business to Ms. Diebold, requiring a new CUP application to modify the previously mentioned conditions. The applicants have requested the following modifications to the conditions placed on the 2001 CUP:

1. That a limit on dogs be determined by ordinances set by the Department of Agriculture and Boone County, dependent on the property and business practices of running a dog kennel.
2. That any ownership conditions on the CUP are removed allowing the permit to run with the property and not the owner.

3. That business hours be by appointment only seven days a week.
4. That the word “raising” is removed from condition 4 to read “No breeding and selling of animals would ever occur.”

Staff met with the applicants on December 6, 2022 to discuss the current CUP application. During the discussion, the applicants requested the following modifications to their requested conditions:

1. There be no more than fifteen (15) dogs at any one time on the property.
2. The permit is issued to Faye Nowell and shall be transferrable only to Robin Diebold after a real estate transaction.
3. Business hours will be by appointment only seven days a week.
4. No breeding or selling of animals would ever occur.

The following criteria are the standards for approval of a conditional use permit, followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

- a. The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

Domesticated dogs are a common feature in a suburban setting. The applicants proposed no more than 15 dogs on the property at any one time. Limiting the number of animals to 15 should not pose any risk to public health, safety, comfort, or welfare.

- b. The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

The existing CUP for a dog kennel and dog care has not generated any complaints that staff are aware of. Ms. Diebold has indicated that she would follow the same practices and procedures Ms. Nowell has implemented. Conditioning future ownership from Ms. Nowell to Ms. Diebold ensures future ownership will follow existing or similar practices that have no known impact on the community.

- c. The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

If operations continue as currently permitted, no substantial impact to property values could be expected.

- d. All necessary facilities will be available, including but not limited to utilities, roads, road access, and drainage.

Wastewater is handled by a conventional septic system. The area is serviced by Consolidated Public Water Supply District 1 and Boone Electric Cooperative. The property has direct access to Gillespie Bridge Road.

e. The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

Due to shape and total acreage of the subject property, further development outside of a home or small business permitted under the zoning code is highly unlikely. Most of the area to the north or south has developed along a pattern of single-family homes. Future development to the west of the subject property is unlikely to be impacted by the approval of a dog kennel.

f. The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

The property has frontage along Gillespie Bridge Road, a public roadway. An existing paved driveway allows vehicular traffic to enter and exit the site via Gillespie Bridge Road.

g. The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

With adequate conditions placed on the property, the use in all other respects would conform to the applicable regulations of the zoning district.

Zoning Analysis: The area surrounding the property has developed into a single-family residential area. The existing CUP for the dog kennel and dog day care granted to Ms. Nowell placed several conditions on the business that limited its development to a scale like that of a home occupation. The continued use of the property as a dog kennel has not generated any complaints to Resource Management regarding Ms. Nowell's business activities.

For this CUP, the applicants are requesting modification of the previous conditions of the 2001 CUP. The applicants have requested that the number of dogs allowed on the property not exceed fifteen, that the permit be issued to Ms. Nowell and transferable to Ms. Diebold, that hours of operation be limited to appointment only, and that no breeding or selling of animals occur, but raising be allowed.

With the requested increase to fifteen dogs, the scale of the business would continue to blend with the surrounding character of the residential community. The requested increase in number of dogs would also allow for personal dogs to reside within the residence, outside of the business.

The applicants have requested that the ownership condition be modified to allow Ms. Diebold to take over the business once Ms. Nowell retires. Ms. Nowell has operated the dog kennel in harmony with the residential neighborhood for several years. Her business practices have ensured that the dog kennel and care operation would not cause a nuisance to her neighbors. Ms. Diebold has indicated that she intends to follow the same practices that Ms. Nowell has implemented.

A condition placed on ownership is rare for a CUP. A CUP generally runs with the land and not the owner. However, placing a condition on ownership allows the County a higher level of oversight on uses that could become incompatible depending on scale and business practice. When Ms. Diebold decides to sell the property to the next potential operator, it allows the County an opportunity to verify that the potential buyer is aware of and intends to comply with the Conditions of Approval.

The applicants have requested a modification of hours of operation to “by appointment only”. The applicants have indicated to staff that they will continue to utilize set pick up/drop off times for their clients. Modification to the “by appointment only” would allow the business to service clients in unique or emergency situations that would need access to dog kennel services. Due to the limited scale of the business the undefined hours of operation are likely to have no impact on the surrounding community.

Removal of the word raising from condition 4 to read “No breeding or selling of animals would ever occur” would have no impact on the business currently. The subject property contains a single-family dwelling, and raising a dog is a common practice in a home. It is likely that the future homeowner and business operator on the property would raise an animal outside of the business operation.

Staff notified 150 property owners of the request. The proposal scored 53 points on the point rating system.

Staff recommended **approval** of the request with the following conditions:

- 1) There be no more that fifteen (15) dogs at any one time on the property.
- 2) The permit is issued to Faye Nowell and shall be transferrable only to Robin Diebold after a real estate transaction.
- 3) Business hours be by appointment only seven days a week.
- 4) No breeding or selling of animals would ever occur.

D Who Land (Five Pines)– Rezoning A-1 to R-SP Review Plan/Preliminary Plat

The Planning and Zoning Commission reviewed this request at its December 15, 2022 meeting and recommended approval on a vote of 9-1.

The property is located on the south side of Richland Road immediately south of the intersection of Richland Road and Trade Winds Parkway. The applicant is seeking to rezone 174.98-acres from Agriculture (A-1) to Planned Single Family Residential (RS-P).

Adjacent zoning is as follows:

- North and Northeast - Light Industrial (M-L)
- East, Southeast, South, Southwest, and West - (A-1)
- Northwest - Single Family Residential (R-S)

These are all original 1973 zonings except for approximately 9-acres of the northern M-L that was rezoned from R-S in 2008. The property is occupied by two homes and several outbuildings. In June of this year a preceding request on a 145.72-acre portion of the same property was denied by both the Planning and Zoning Commission and County Commission.

This current request is approximately 30-acres larger than the preceding request. The additional 30-acres is not included in the current Annexation Agreement with the City of Columbia. The proposed Phasing Plan prevents platting of that area until after January 1, 2025. A condition will be proposed to allow time for the developer and Columbia to execute a new agreement without disrupting the development process.

The requested rezoning to R-SP includes a Review Plan/Preliminary Plat for 358 residential lots, 10 common lots, extension of an existing public roadway, and eleven new public roadways. Three of the residential lots are proposed to allow multi-family options with a density up to 4 units per lot for a 12 unit maximum. The proposal includes the ability to subdivide the multi-family lots. A new residential lot will be platted around one of the existing houses. Lot C-4, is proposed for development amenities such as recreational fields and courts. A clubhouse of up to 3,000 square feet may be constructed on this lot under a future Conditional Use Permit. The proposal indicates up to eleven phases to complete the buildout. The remaining common lots are primarily intended for stormwater management. Staff notified 38 property owners about this request.

The Master Plan designates this property as suitable for residential land uses. The proposed development is also within the East Area Plan which is a sub-area plan that compliments and refines the Master Plan. The *East Area Plan Future Land Use Map* shows a generalized graphic depiction of future land use allocation in the Plan area. The text of the plan refines that generalization by allocating land use by watershed. Approximately 86% of the property is within the Grindstone Creek Watershed. The East Area Plan (EAP) encourages growth in the Grindstone Watershed.

The break between the residential and agricultural areas in the EAP is based upon watershed boundaries, with the Grindstone watersheds in the residential and industrial areas and the Gans watershed being predominantly agricultural/rural. This is based in part upon the infrastructure investments already completed and existing land use and land cover. However, this is not an absolute distinction to be taken without considering the context of a proposed development. Traditional rectilinear property boundaries do not generally correspond with ridgelines that separate watersheds. These ridgeline boundaries should be considered to be slightly fluid as a delineator. Site grading and underground utilities can focus impacts caused by development into the dominant watershed. The current proposal is predominantly found within the Grindstone watershed with only a fringe of approximately 20-acres that extends into the Gans watershed.

The Sufficiency of Resources test was used to analyze this request.

Utilities: This property is served by Public Water Service District #9, water for fire protection must be extended into the development from the existing mains along Richland Road. The Boone County Regional Sewer District and the City of Columbia will provide wastewater services. The property is served by a sewer main that was constructed by the Boone County Regional Sewer District with sufficient capacity to serve the anticipated needs within the watershed up to the I-70/Route Z interchange. Boone Electric Cooperative provides power. There is adequate utility capacity to serve the needs of this development without significant upgrades.

Transportation: Access to this property is via Richland Road. The development proposes a short public street, Aleppo Street, that will serve six lots and stubs to the property to the west for future redevelopment. The overall development has three street stubs to the west including Aleppo St, one to the south and two to the east. An extension of Trade Winds Parkway provides the main collector on the west side of the development and is the southern stub while Kieffer Lane is created as the connection on the east.

A traffic study was provided that focused on evaluating the intersections of the surrounding area and potential impacts of the proposed development. The study identifies that this development contributes significantly to a failure of the road system at the intersection of Rolling Hills/Grace Lane and Richland Road. The developer has entered into a pre-annexation agreement that requires payment of \$188,097.20 to the City of Columbia to mitigate this impact.

The study identifies that an eastbound right turn lane is needed at the intersection of Trade Winds Parkway and Richland Road and this turn lane is incorporated into the development design.

The study also indicates that this development will add 3,465 average daily trips or ADT to Richland Road. The current ADT for Richland Road is 2,950; the development alone will more than double the traffic load on Richland. While the traffic study does not propose mitigation of this impact, mitigation has been proposed by the developer. The

study indicates that Richland Road can handle this increase without causing a failure requiring mitigation.

Despite not triggering a roadway failure, the addition of more than double the existing traffic count on the roadway is an impact directly attributable to the development. The developer has chosen to try to mitigate this impact by rebuilding the intersection of Trade Winds Parkway and Richland Rd to an arterial standard which, includes turn lanes. And, the developer has agreed to dedicate additional road Right-of-Way (ROW) for Richland Rd beyond what is required by the regulations. This additional ROW will allow the alignment of Richland Rd to be shifted south so it can be reconstructed to its full arterial standard in the future with minimized impact to Sunrise Estates and to a Corps of Engineers regulated stream. Cost estimates of the off-site and other traffic mitigation efforts is provided on page four of the review plan.

The County Roadway Regulations set the ADT threshold for arterial roadways at 2500 ADT. If all the traffic generated by the development was concentrated on a new roadway within the development, the developer would be required to construct an arterial roadway. Proportionally, the development is adding 138% of the minimum threshold for a County arterial roadway to an existing roadway that does not meet the geometric requirements for an arterial roadway.

The study indicates that Richland Road has a “book” maximum capacity of 11,232 ADT and assuming this is correct, the roadway is currently carrying 26% of its maximum capacity. The additional traffic generated from this development brings this use up to 57% of the maximum capacity. The significant increase in ADT will accelerate the time frame for physical improvements to Richland Road.

Public Safety: This property is in the Boone County Fire Protection District approximately 4.8 miles from Station 1 on St. Charles Rd and 5.4 miles from the Station 12 at El Chaparral Dr.

Zoning Analysis: Generally, the starting point of any rezoning request is the assumption that the existing zoning is correct. Considering the adoption of the East Area Plan, that assumption is not the case here. This proposal is consistent with the East Area Plan and the existing zoning is not. The issue of appropriateness comes down to infrastructure and impacts. The proposal efficiently utilizes existing major infrastructure while enhancing the roadway infrastructure of the area. This is all supported by the East Area Plan. The bulk of the development is in the Grindstone watershed and the small portion that falls in the Gans watershed is likely to be reduced/shifted, as part of site grading, into the Grindstone. The development is required to comply with the stormwater regulations which will further reduce any potential impact to the Gans watershed.

The development utilizes Richland Rd, which is a major area roadway. While not constructed to the geometrics of an Arterial Roadway, it is designated both as an arterial and carries the existing ADT that exceeds the County threshold for an arterial. The existing road surface is around 22 to 24 feet in width, which is less than a new local

subdivision roadway. The arterial pavement standard is 50 feet in width. As with the other infrastructure, it is critical that improvements to the road network happen in conjunction with impacts attributable to development in order to support the rezoning.

There is a development project currently proposed in the City limits approximately ½ mile to the west that is of similar size to this project that also fronts onto Richland Rd and therefore can be assumed to roughly contribute a similar amount of traffic and will likewise absorb another 25% of available roadway capacity; bringing the ADT up to over 80% of its capacity. In recognition of these impacts, the City of Columbia and the County of Boone are proceeding to develop a joint project to analyze the Richland Rd corridor to define its future improvement.

Reconstruction of the intersection of Trade Winds Parkway and Richland Rd, including an eastbound right turn lane is, in part, an effort to encourage traffic from Five Pines to utilize Trade Winds Parkway to get to I-70 DR SE. This could reduce the impact of development traffic to Richland Road and establish a long-term configuration for the intersection of Richland Road and Tradewinds Parkway. Additional mitigation for impacts to Richland Road is further off-set by the dedication of additional ROW by the developer to facilitate future improvements by shifting this section of the roadway to the south.

With appropriate conditions, Staff believes the requirements of the sufficiency of resources test can be met. The property scored 76 points on the rating system.

Staff recommended approval subject to the first four of the following conditions. The Planning and Zoning Commission Recommendation added the fifth condition:

1. An approved Pre-annexation Agreement that includes the additional property that was added under warranty deed recorded in Book 5668 Page 0051 of the Boone County Recorder of Deeds office shall be provided prior to approval of a Final Plan for any portion of Phase of B or Phase C.
2. Any off-site improvements, other than the roundabout at the intersection of Rolling Hills and Richland Road, must be installed prior to or concurrently with the phase of the development that includes connection of the southern extension of Trade Winds Parkway to Richland Road (which is proposed phase two) or the phase that includes the 101st lot, whichever is earlier.
3. While the phasing of the numbered phases one to eleven do not have to be executed in sequential order, anything other than sequential order is subject to approval of the Director of Resource Management at the Director's sole discretion.
4. No Final Plan may be submitted containing any portion of Phase B or Phase C, as shown on Sheet C103 of the review plan, until the corresponding Annexation Agreement with the city has been approved that includes the additional acreage added to the proposal and the current proposed subdivision design and documentation of said approval has been submitted and accepted by the Director of Resource Management.

5. The note on the Review Plan and Preliminary Plat for Phase C shall be amended to indicate that Phase C can be platted after January 1, 2028.

Velda Lane -Vacation Request

Petitions have been submitted by Christopher Hardin, Tina M. Roberts, Jacob T. Westhoff, Jolyn M. Westhoff, and Cheryl Susan Rosenfeld to vacate the right of way for Velda Lane as shown on and dedicated to the public use by Roemer Lake Subdivision Plat 2, recorded in Plat Book 11 Page 282, and any and all lands that may exist between the east line of Velda Lane and the west line of Lot 181 of Roemer Lake Subdivision Plat 4. It appears that a surveying error has resulting in a gap between Velda Lane right of way and the west line of Lot 181. The property in that gap is unplatted.

The right of way for Velda Lane terminates at an undeveloped 27-acre tract, the Rosenfeld Tract. The south property line of the Rosenfeld Tract has direct frontage on Obermiller Road.

Roemer Lake Subdivision Plat 2 was platted in June of 1977. That plat contained 6 lots and dedication of the right of way for Velda Lane and various utility easements. The street was not built. If the requested vacation and conceptual replat is approved, it is the intent of the adjacent owners, Hardin/Roberts and Westhoff to incorporate the vacated right of way into their lots. It should be noted that an approved vacation does not go into effect until a new Final Major Plat is recorded. The proposed concept of the replat, known as Siporah Subdivision, does not comply with the Boone County Subdivision Regulations.

In accordance with Boone County Subdivision Regulations Section 1.8.1.3, the County Commission is required to conduct a public hearing prior to granting permission to vacate and replat a subdivision. Before granting permission, the Commission must find that the action will not adversely affect the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services and will not generally adversely affect the health, welfare or safety of persons owning or possessing real estate within the subdivision.

The character of the area can be described as a suburban residential subdivision. The lots adjacent to Velda Lane have been developed with single family homes and are the homes of two of the petitioners. The driveway for one of the homes appears to be within the Velda Lane right of way. The result of the elimination of the Velda Lane right of way is to restrict development of the Rosenfeld Tract. Maintaining the large unplatted lot in its current state is not suburban in nature but rural, and eliminates the potential for the through street, therefore it is not in keeping with the current neighborhood character.

Granting the vacation request will adversely affect future traffic conditions, circulation, location and alignment of streets within and adjacent to the subdivision. Approval of the

vacation would result in the County vacating approximately 180 feet of existing public right-of-way that extends south of Roemer Road. If extended an additional 1800 feet south, the right of way would provide a through connection between Roemer Road and Obermiller Road and provide access to the Rosenfeld Tract for development purposes. As the County continues to develop, additional through roads will be necessary to ensure traffic dispersal and emergency access.

Roemer Lake Subdivision is underserved by utilities. There is no public sewer serving the homes in this area or a water system capable of providing minimum fire flow. Preventing public road access to the Rosenfeld Tract will decrease the likelihood that future development will bring adequate utilities such as public sewer and fire flow to the area. This also may also result in lower property values for the homes within Roemer Lake Subdivision. It should be noted that there is a BCRSD treatment facility within approximately 2000 feet of the Rosenfeld Tract

The vacation will adversely affect public health, safety, and welfare. Eliminating public right of way access to the Rosenfeld Tract will inhibit provision of adequate utility service. As the homes age, on-site wastewater systems will fail and, when combined with a lack of public sewer service, will adversely affect the public health, safety and welfare.

Staff recommends denial of this request because the proposed concept is detrimental to the character of the neighborhood, will adversely affect future traffic conditions, circulation, location and alignment of streets within and adjacent to the subdivision, restricts future provision of utilities, adversely impacts property values within the subdivision and adversely affects the public health and safety.

Roemer Lake Subdivision – Vacation Request

Petitions have been submitted by the following:

- Christopher Hardin, Tina M. Roberts to vacate Lot 176 of Roemer Lake Subdivision Plat 2, as recorded in Plat Book 11, Page 282 of Boone County Records; and
- Jacob T. Westhoff, Jolyn M. Westhoff to vacate Lot 181 of Roemer Lake Subdivision Plat 4, as recorded in Plat Book 13, Page 60 of Boone County Records; and
- Dianne E. Ruetsch and Raymond L. Ruetsch to vacate Lots 4 and 5 of Roemer Lake Subdivision Plat 5, as recorded in Plat Book 18, Page 2 of Boone County Records.

It is the intent of the petitioners to replat their property to consolidate existing lots and incorporate portions of adjoining property owned by Cheryl Susan Rosenfeld, the Rosenfeld Tract. The requests were submitted on separate petitions, but for efficiency are being addressed in one report.

In accordance with Boone County Subdivision Regulations Section 1.8.1.3, the County Commission is required to conduct a public hearing prior to granting permission to vacate

and replat a subdivision. Before granting permission, the Commission must find that the action will not adversely affect the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services and will not generally adversely affect the health, welfare or safety of persons owning or possessing real estate within the subdivision.

The character of the area can be described as a suburban residential subdivision. The lots adjacent to Velda Lane have been developed with single family homes and are the homes of two of the petitioners. The driveway for one of the homes appears to be within the Velda Lane right of way. These requests are consistent with the current neighborhood character.

Granting the vacation requests will not adversely affect future traffic conditions, circulation, location and alignment of streets within and adjacent to the subdivision. The concept of the replat, although not consistent with Boone County Subdivision Regulations, includes consolidation of lots that may otherwise be built on and enlargement of existing platted lots. The result will have no net effect on traffic and circulation in the area.

Roemer Lake Subdivision is underserved by utilities. There is no public sewer serving the homes in this area or a water system capable of providing minimum fire flow. However, this request will result in enlargement of existing developed lots which, will make them more compliant with onsite wastewater system requirements. Since there is no net increase in density, there is no net change to fire and other emergency services.

The vacations will not adversely affect public health, safety, and welfare. As the homes age, on-site wastewater systems will fail and, when combined with a lack of public sewer service, could adversely affect the public health, safety and welfare. Increasing the size of the lots will potentially allow lot area for replacement systems if and when that becomes necessary.

The proposed vacations are not detrimental to the character of the neighborhood, will not adversely affect future traffic conditions, circulation, location and alignment of streets within and adjacent to the subdivision, or adversely impact property values within the subdivision. There is no adverse effect on the public health and safety. Therefore, Staff recommends approval of these requests subject to the following condition:

1. Said vacation is not effective until the lots proposed to be vacated have been incorporated into a subdivision plat in accordance with Boone County Subdivision Regulations

Eagle – Final Plan A-RP

The subject property is located off S High Point Lane and W Route K. The property is 5 acres, 4.70 acres after dedication of right of way. An existing home is present on the

property. The property is zoned A-2 (Agriculture). Approval of the final plan will establish permanent A-RP zoning for the property.

The Boone County Zoning Ordinance, Section 6.2.14, Standards for Approval of the Final Development Plan, identifies three criteria for approval:

- All the required information is accurately portrayed on the Plan.
- The Final Plan conforms to the approved Review Plan.
- The Final Plan demonstrates compliance with all conditions, which the County Commission may have imposed on the Final Plan.

The Review Plan was approved with two conditions (Order 192-2022):

1. That a sewer connection plan be presented to the Boone County Regional Sewer District and the Director of Resource Management before submittal of a Final Plan.
2. The area be platted to Boone County Subdivision Regulations.

Staff has found that the proposal meets the criteria for a Final Plan. A sewer connection plan was presented to the Boone County Regional Sewer District and the Director of Resource Management. A minor subdivision plat of the property was submitted for approval.

Staff recommends approval of the Final Plan

Plats

The Planning and Zoning Commission reviewed the following plats at its December 15, 2022 meeting and approved them by consent:

- **Eagle Nest Estates**
- **4C2AP Acres**
- **Biggs Estates Plat 1**
- **Kaila's Ranch Plat 1**
- **Peabody Ridge Subdivision**
- **Douce Division Final Plat**

I ask that you waive the reading of the staff reports and authorize the clerk to insert them into the meeting minutes as though read verbatim. The Preliminary Plat for Five Pines is on the agenda for your awareness only.

Eagle Nest Estates

The property is located off S High Point Lane adjacent to W Route K. An existing house is present on the property. The property is currently zoned A-2 (Agriculture) and will be rezoned A-RP (Planned Agriculture Residential) with approval for the Eagle A-RP Final Plan. The existing A-2 zoning appears to be original 1973 zoning. The Eagle A-RP review plan was approved under County Commission order #192-2022. The surrounding zoning is as follows:

- A-2 Agriculture to the south.
- R-DP Planned Two Family Residential New Town Subdivision to the east.
- R-SP Planned Single Family Residential Old Plank Village to the north across W Route K.
- Columbia zoning R-1 to the west across from S High Point Lane.

The property has direct access along S High Point Lane, a publicly maintained roadway. The subdivision plat will dedicate right of way equal to a 33' half width right of way along S High Point Lane and additional right of way equal to a 50' right of way along Route K.

Consolidated Water provides water service in the area. Boone Electric provides electric service. Boone County Fire Protection District provides fire protection for the area. The nearest station, Station #8, is just over two miles away.

A wastewater lagoon served the existing home. The applicants have presented a sewer connection plan to Resource Management and the Boone County Regional Sewer District. Both the existing home and future house approved under Eagle A-RP Final Plan will be served by public sewer.

The property scored 73 points on the rating system.

Staff recommended approval of the plat.

4C2AP

The property is located off N Oak Gravel School Road, south of the intersection of Blakemore Road. It is zoned A-2 (Agriculture) and surrounded by A-2 zoning on all sides. The zoning appears to be original 1973 zoning. A home and two accessory structures are present on the property. The proposal is to divide a 2.55-acre lot from the 23.91-acre parent parcel.

The property has direct road frontage along N Oak Gravel Ridge Road, a publicly dedicated, publicly maintained roadway. The applicant will dedicate Right of Way to equal to a 33-foot half width along N Oak Gravel Ridge Road. The applicants have requested a waiver to the traffic study.

Public Water Supply District #10 provides water service to the area. Boone Electric Cooperative provides power service to the area. Boone County Fire Protection District provides fire protection for the area. The nearest station, Station #4, is approximately 6 ½ miles away.

The existing house is served by an onsite wastewater lagoon. The applicant has requested a waiver from the sewer cost benefit analysis.

The property scored 22 points on the rating system.

Staff recommended approval of the plat and granting requested waivers

Biggs Estates Plat 1

The property is located off East Englewood Road, approximately 240 feet east of the intersection of East Johnson Cemetery Road and East Englewood Road. It is 12.04 acres in size and split zoned Residential Single-Family (R-S) and Agriculture (A-2). The property was rezoned under County Commission orders #575-2022 and 574-2022. The property currently has a house and several accessory structures on the southern portion. A wastewater lagoon serves the existing home. The property is surrounded by A-1 (Agriculture) zoning except for the west and south property lines that share a boundary with R-S zoning. The proposal looks to subdivide the land into a 2.50 acre and 9.68-acre piece subdivided along the zoning boundary.

In August 2022, the Boone County Zoning Board of Adjustment granted four variances under case #2022-004 for the property related to the Zoning Ordinance and Subdivision Regulations. All four variances are related to the proposed R-S property. The variances are as follows:

- Variance from rear setback for an existing garage
- Variance from the front and rear setback for an existing single-family dwelling
- Variance from the 33-foot half-width right of way
- Variance from the 250-foot minimum lot depth

Both proposed parcels will have direct access along E Englewood Road, a publicly dedicated publicly maintained roadway. The applicant will grant a 33' half width right of way along E Johnson Cemetery road except for the portion in front of the existing home. The applicant has requested a waiver from the traffic study.

Consolidated Water provides water service to the area. Boone Electric provides power service. Southern Boone County Fire Protection District provides fire protection for the area. The nearest station, Station 17, is approximately 8 miles away.

An existing onsite wastewater lagoon is present to serve the existing home on tract 102. The applicant proposes an onsite wastewater lagoon for proposed tract 101. The applicant has submitted a request to waive the sewer cost benefit analysis.

The property scored 38 points on the rating system.

Staff recommended approval of the plat and granting of requested waivers.

Kaila's Ranch Plat 1

The subject property is located off E Highway 124. The proposal is to combine three 8.33-acre tracts and combine into one 24.95-acre lot. All three existing parcels are zoned A-2 agriculture. The subject property is surrounded by A-2 zoning. All zoning appears to be original 1973 zoning. An existing dwelling and several accessory structures are present along the south side of the property.

The subject property has direct road frontage along E Highway 124, a MoDOT owned and maintained highway. The applicant will dedicate an additional 3' of right of way for a 33' halfwidth right of way. The applicant has requested a waiver from the traffic study requirement.

Public Water Supply District #10 provides water service for the area. Boone Electric provides power service. Boone County Fire Protection District provides fire protection for the area. The nearest station, Station #4, is approximately 4 ½ miles away.

An onsite wastewater lagoon serves the existing home. Boone County ordinances allows for a second home for any property 20 acres or over. An onsite wastewater plan from the applicant indicates the second home will utilize a onsite wastewater lagoon. The applicant has requested a waiver from the sewer cost benefit analysis study.

In March 2022 the Director of Resource Management authorized two family transfers to create the two 8.33-acre land tracts and an 8.34-acre remainder tract. The applicant has submitted a one lot minor plat to recombine the three tracts into one lot.

The property scored 33 points on the rating system.

Staff recommended approval of the plat and granting requested waivers.

Peabody Ridge Subdivision

The subject property is located on Peabody Road, approximately 1900 feet to the west of the intersection of Peabody Road and Highway VV. The subject property is 23.21 acres in size and has a house and several outbuildings present. This proposal divides the property into three lots, one at 6.45 acres, one at 5.24 acres, and the last at 10.77 acres in size. The subject property is zoned A-2(Agriculture). All the surrounding property is zoned as follows:

- To the north across Peabody Road, A-2
- To the south A-2
- To the east A-2
- To the west A-2

This is all original 1973 zoning. The property to the east received a conditional use permit for the placement of a 1972 mobile home in March of 1988.

Lots 1 & 2 have direct access to Peabody Road, a publicly dedicated, publicly maintained right-of-way. Lot 3 has access to Peabody Road across Lot 2 via a private access easement. The applicant has submitted a request to waive the traffic study requirement.

The subject property is located in Consolidated Public Water Service District #1 for water service, the Boone Electric Cooperative's service area and the Boone County Fire Protection District.

The existing house has a lagoon present to serve wastewater treatment needs on Lot 2. Potential sites for on-site wastewater have been identified on lots 1 & 3. The applicant has submitted a request to waive the wastewater cost-benefit analysis.

The property scored 36 points on the rating system.

Staff recommended approval of the plat and granting the requested waivers.

Douce Division

The subject property is located off N O'Neal Road, north of the intersection with W Fenton Road. The property is zoned A-R (Agriculture Residential) and is surrounded by A-R zoning on all sides except for a portion across O'Neal Road on the east zoned A-2 (Agriculture). The A-R zoning appears to be original 1973 zoning. The A-2 zoning to the east was rezoned under County Commission order #409-2007. The subject property has an existing house and pole barn present. The proposal looks to divide the property into a 14.92-acre lot and a 5-acre lot.

The 14.92-acre lot will have direct access onto O'Neal Road, a publicly dedicated publicly maintained roadway. The 5-acre lot will have access to O'Neal road via a 30' private access easement. The applicant will dedicate right of way equal to a 33' half width along O'Neal road. The applicant has requested a waiver from the traffic study.

Consolidated Water provides water service to the area. Boone Electric Cooperative provides power service. Boone County Fire Protection District provides fire protection for the area. The nearest station, Station #13, is approximately 3.8 miles away.

An onsite wastewater lagoon serves the existing house. The applicants propose to utilize an onsite wastewater lagoon for future development on the 5-acre lot. The applicants request a waiver to the sewer cost benefit analysis.

The property scored 37 points on the rating system.

Staff recommended approval of the plat and granting of requested waivers.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

27th

day of

December

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 from Department 2142.

Done this 27th day of December 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

COOPERATIVE AGREEMENT

This Interagency Cooperative Agreement, entered into by and between the Missouri Department of Agriculture, Division of Plant Industries, Pesticide Program (MDA), Boone County, and the University of Missouri. *ef*

It is the intention of MDA to provide funding to Boone County, in cooperation with the University of Missouri, for a water quality research project involving detection and risk assessments of 17 pesticides and related metabolites in Boone County waterways. The specifics of the project are as follows:

Boone County and the University of Missouri are requesting project funds to evaluate concentration and risk of seventeen pesticides, herbicides, and related metabolites in streams throughout Boone County. Forty-eight grab samples will be collected from streams around Boone County in the fall of 2022 and in the spring of 2023, for a total of 96 initial samples. Sample locations are chosen based on land use characteristics, stream order, accessibility, and other watershed characteristics. Collection of the project samples already began on September 19, 2022. Water samples will be analyzed by the bioanalytical laboratory at the University of Missouri. Seventeen agricultural pesticides, herbicides, and their metabolites (see the list attached) will be quantified by an ultra-high performance liquid chromatography coupled with a tandem mass spectrometer (UPLC-MS/MS). Water quality parameters including Cl⁻, NO₃⁻, PO₄³⁻, and signs of urbanization and fertilizer use will also be assessed. Health risks of the detected compounds will be modeled using U.S. EPA databases of ECOTOX, ToxCast, and CTV and the Toxicological Prioritization Index (ToxPi) ranking algorithm.

Deliverables include a status report due December 31, 2022, and a final report at the conclusion of the project. After analysis each sampling season, Boone County will post the sampling sites and data on an interactive map on the stormwater page of the Boone County website. A major goal of this work is to provide management recommendations for the most prevalent and highest risk agricultural products to stream users and aquatic life in Boone County. The conclusions from the study will also provide a tool for communicating with agricultural producers about the benefits of soil health and conservation agriculture practices in protecting water quality. The data may be presented at Land Management Workshops for landowners hosted by Boone County and project partners. Publication of the results in a scientific journal is expected.

Study herbicides, pesticides and their metabolites:

<u>Compound Name:</u>	<u>Common uses:</u>
2,4-Dichlorophenoxyacetic (2,4-D)	Broadleaf herbicide
Acetochlor	Herbicide, commonly used on corn, soy, beets
Dicamba	Broad-spectrum herbicide
Atrazine	Herbicide for preemergent broadleaf
Hydroxyatrazine	Metabolite of Atrazine
Deethylatrazine	Metabolite of Atrazine
Deisopropylatrazine	Metabolite of Atrazine
Bifenthrin	Insecticide, commonly used against ants
Chlorpyrifos	Organophosphate pesticide
Caramba/ metconazole	Fungicide
Prosaro	Fungicide

Glyphosate	Herbicide
Metolachlor	Herbicide
Metribuzin	Herbicide
Neonicotinoids	Neuro-active insecticides
Imadacloprid	Systemic insecticide and in neonicotinoid class
Simazine	Herbicide

BOONE COUNTY, in cooperation with UNIVERSITY OF MISSOURI, represents itself to be qualified for such services in accordance with all applicable laws and regulations governing its services.

MDA, BOONE COUNTY, and UNIVERSITY OF MISSOURI agree to the following:

1. Contingent upon the availability of funds from the U.S. Environmental Protection Agency (EPA), BOONE COUNTY, in cooperation with UNIVERSITY OF MISSOURI and MDA agree to conduct work pursuant to the purpose of this agreement and provided in Exhibit D. The period of performance shall be July 1, 2022 through June 30, 2023.
2. BOONE COUNTY shall be compensated up to Thirty-Thousand Dollars (\$30,000) per the budget outlined in Exhibit D. BOONE COUNTY will pay the UNIVERSITY OF MISSOURI all funds received from MDA within 30 days of receipt to compensation the UNIVERSITY OF MISSOURI for its services contemplated herein.
3. Any party to this contract may terminate this contract without cause with thirty (30) days notice to the other party; a party may also terminate this contract in accordance with the Terms and Conditions in Exhibit C, except as follows:
 - A. Should termination of this agreement or failure to perform any of the provisions of this agreement or the approved work plans, by UNIVERSITY OF MISSOURI, cause MDA to be required by EPA to repay any or all funding, UNIVERSITY OF MISSOURI is solely responsible for such repayment of funds it has received. BOONE COUNTY, in cooperation with the UNIVERSITY OF MISSOURI, shall be given an opportunity to remedy any unsatisfactory performance before any repayment is required. This requirement for repayment shall be limited to the agreement period, the subsequent review and approval of the Financial Status Report (FSR), and completion of the single year audit for the project period.
4. BOONE COUNTY and the UNIVERSITY OF MISSOURI agrees that MDA shall be the final judge of the quality of services provided for this project.
5. This agreement shall be governed by the laws of the State of Missouri. MDA is not obligated for expenditures under this contract until funds have been encumbered using the appropriate form.
6. BOONE COUNTY and UNIVERSITY OF MISSOURI asserts that the individuals working on the project presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder.
7. BOONE COUNTY and UNIVERSITY OF MISSOURI shall not assign any interest in this

contract and shall not transfer any interest, whatsoever, in the same (whether by assignment or novation), without the prior written consent of MDA.

8. BOONE COUNTY and UNIVERSITY OF MISSOURI shall not represent itself or its employees to be employees of MDA. Therefore, BOONE COUNTY and UNIVERSITY OF MISSOURI shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., relating to its own employees.
9. In connection with the furnishing of supplies or performance of work under the contract, UNIVERSITY OF MISSOURI agrees to comply with the Fair Labor Standard Act, Equal Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. Since the funding for this project will be allocated through a cooperative agreement between MDA and EPA, MU UNIVERSITY OF MISSOURI agrees to abide by any regulations contained in 40 CFR Parts 31, 32, and 35 which may be applicable to this agreement.
10. The services of UNIVERSITY OF MISSOURI shall be undertaken and completed in such a manner as to assure their expeditious completion in the light of the purpose of this agreement. In any event, all of the services required under the annual project plans shall be performed between the dates of July 1, 2022 and June 30, 2023.
11. This Cooperative Agreement shall be valid from the date it is signed by both parties until June 30, 2023.
12. If UNIVERSITY OF MISSOURI seeks payment for services provided during a specific state fiscal quarter, UNIVERSITY OF MISSOURI agrees to submit a detailed interagency invoice within twenty (20) days of the end of the quarter in which the services were provided in coordination with BOONE COUNTY. However, it is understood that this invoice could be delayed until sometime after the twentieth day of the quarter, depending on the receipt of quarterly financial reports by UNIVERSITY OF MISSOURI. UNIVERSITY OF MISSOURI should notify MDA of any such delay. The invoice for the fourth quarter should be submitted as soon as possible after the end of the project period. However, it may be delayed until no later than September 1, 2023. UNIVERSITY OF MISSOURI further agrees to mark the fourth quarter invoice as the "Final Invoice." Upon receipt of the fourth quarter invoice marked "Final Invoice", MDA will consider that all expenses have been submitted for payment.
13. In addition, BOONE COUNTY, in cooperation with UNIVERSITY OF MISSOURI, agrees to submit two reports of progress, one at the middle of the project period (December 31, 2022) and one within 30 days of the end of the project period (June 30, 2023).
14. BOONE COUNTY and UNIVERSITY OF MISSOURI certifies by signing the signature page of this original document and any amendments signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc. (Exhibit A) with their bid. This document must be satisfactorily completed prior to award of the contract.
15. BOONE COUNTY and UNIVERSITY OF MISSOURI (the contractor) shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act

(IIIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Missouri Department of Agriculture the documentation required in the exhibit titled, *Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization* affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the Missouri Department of Agriculture a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, *Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization*.

Subcontractors:

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- b. shall not henceforth be in such violation and

- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Affidavit of Work Authorization and Documentation:

Pursuant to section 285.530, RSMo, if the sub-recipient meets the section 285.525, RSMo, definition of a "business entity" (Section: 285.0525 Definitions. RSMO 285.525), the sub-recipient must affirm the sub-recipient's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The sub-recipient should complete applicable portions of Exhibit B, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit B must be submitted prior to an award of a contract.

Federal Funds Requirement

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101 -166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency the percentage of the total costs of the program or project which will be financed with Federal money;

the dollar amount of Federal funds for the project or program; and

percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

16. In addition to the above conditions, BOONE COUNTY and UNIVERSITY OF MISSOURI agrees to comply with the *State of Missouri, Missouri Department of Agriculture, Terms and Conditions* as listed in Exhibit C below.

IN WITNESS WHEREOF, the parties hereto have executed this interagency agreement on the date and year specified below. This agreement shall be effective on the date it is executed by both parties.

UNIVERSITY OF MISSOURI

Casey E Forbis

11/17/2022

Name Casey E Forbis
Title Sr. Business Services Consultant

Date



REVIEWED
By Casey Forbis at 11:40 am, Nov 16, 2022

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION

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

June E. Pitchford, County Auditor

Date

Appropriation Account

MISSOURI DEPARTMENT OF AGRICULTURE

Chris Chinn, Director

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 27th day of December 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 the County of Boone does hereby approve the attached contract amendment with Howe Company, LLC for final design of the Ben Williams Bridge #BR3500002, removing construction phase services from the existing agreement and adding an additional \$15,000.00 for design services.


Terms of the amendment are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign the agreement.

Done this 27th day of December 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

**Contract Amendment # 1
Additional Services**

This document shall serve as Amendment #1 to the Agreement for Professional Services dated December 23, 2021 between Boone County, Missouri and Howe Company, LLC for Engineering Services related to Bridge No. 3500002 on Ben Williams Road.

The reason for this amendment is to accommodate Boone County's request for a change in the professional services as a result of receiving federal funds for the project. The change in services consists of the following:

1. The Construction Phase Services, for \$12,000, in the December 23, 2021 agreement are cancelled and will be completed under a separate, MoDOT approved, Engineering Services Contract.
2. The following services are added to the Final Design Services & Bidding Services, Howe Co will;
 - a. Upload received environmental permits to MoDOT system and perform additional coordination with MoDOT staff if required. If MoDOT requires additional archeological surveys or historical studies then Howe Co will obtain prices and share with Resource Management staff for consideration of additional services.
 - b. Prepare a Request for A-Date submittal and send to MoDOT for the purpose of receiving authorization to acquire right of way.
 - c. Assemble packets containing letters, plans, easement forms, and rights brochure and send to each landowner. Follow-up with each landowner by phone and in-person as needed for the purpose of facilitating easement acquisition. If landowners require payment, then prepare valuation estimates and prepare written offers and send to landowners.
 - d. Provide notary services within the State of Missouri for landowner signatures if required.
 - e. Deliver signed easements to Boone County, coordinate signatures by local officials and pay the recording fees.
 - f. Prepare a final right of way packet and submit to MoDOT for the purpose of obtaining right of way clearance.
 - g. Submit final plans, specifications, MoDOT style project manual, and estimate to MoDOT and request construction authorization.
 - h. Prepare request for reimbursements for utility adjustments if that has federal participation.
 - i. Receive the DBE goal from MoDOT and put that in the project manual. Send MoDOT a pdf for their approval and notice to advertise.

- j. Coordinate with MoDOT and Boone County for a bid date and time and update the project manual and send to MoDOT for approval prior to advertisement.
- k. Upon receipt of MoDOT approval to advertise, send the advertisement to a Boone County newspaper, E-Plan, Construct-Connect and MoDOT for publication. Distribute bid documents in hard copy form and PDF on www.howecompany.com
- l. Issue addenda during the advertisement period as needed.
- m. Attend the bid opening.
- n. Review and evaluate the bids and prepare the Notice of Award and Request for Concurrence submittal and send to MoDOT.
- o. Upon receipt of MoDOT concurrence, prepare the contract forms and send the Contractor the Notice of Award and direction for

Boone County, Missouri agrees to compensate Howe Company, LLC the lump sum amount of \$15,000.00 for the additional services described in this Amendment. The compensation for these Additional Services is in addition to the fees for Basic Services shown in the original agreement. The Lump Sum Fee for Final Design & Bidding Services is changed from \$64,000 to \$79,000 as a result of this contract amendment.

All Terms and Conditions of the original agreement remain in force.

**Contract Amendment # 1
Additional Services**

This document shall serve as Amendment #1 to the Agreement for Professional Services dated December 23, 2021 between Boone County, Missouri and Howe Company, LLC for Engineering Services related to Bridge No. 3500002 on Ben Williams Road.

The reason for this amendment is to accommodate Boone County's request for a change in the professional services as a result of receiving federal funds for the project. The change in services consists of the following;

- 1. The Construction Phase Services, for \$12,000, in the December 23, 2021 agreement are cancelled and will be completed under a separate, MoDOT approved, Engineering Services Contract.**
- 2. The following services are added to the Final Design Services & Bidding Services, Howe Co will;**
 - a. Upload received environmental permits to MoDOT system and perform additional coordination with MoDOT staff if required. If MoDOT requires additional archeological surveys or historical studies then Howe Co will obtain prices and share with Resource Management staff for consideration of additional services.**
 - b. Prepare a Request for A-Date submittal and send to MoDOT for the purpose of receiving authorization to acquire right of way.**
 - c. Assemble packets containing letters, plans, easement forms, and rights brochure and send to each landowner. Follow-up with each landowner by phone and in-person as needed for the purpose of facilitating easement acquisition. If landowners require payment, then prepare valuation estimates and prepare written offers and send to landowners.**
 - d. Provide notary services within the State of Missouri for landowner signatures if required.**
 - e. Deliver signed easements to Boone County, coordinate signatures by local officials and pay the recording fees.**
 - f. Prepare a final right of way packet and submit to MoDOT for the purpose of obtaining right of way clearance.**
 - g. Submit final plans, specifications, MoDOT style project manual, and estimate to MoDOT and request construction authorization.**
 - h. Prepare request for reimbursements for utility adjustments if that has federal participation.**
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All Terms and Conditions of the original agreement remain in force.

12/09/22

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

15046

VNDR #

Howe Company LLC

VENDOR NAME

Professional Services

BID #

Ship to Dept #: 2041

Bill to Dept #: 2041

Dept	Account	Item Description	Qty	Unit Price	Amount
2041	71102	Additional Final Design Engineering Services as	1	\$15,000.00	\$15,000.00
		required by grant			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					15,000.00

Jennifer,
When this amendment
is approved please close
line #3 Construction Services
on PO # 2021-268.
Thank you,
Belle

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.


Approving Official

Prepared By

Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 27th day of December 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 Contract #C000504 from Sole Source 165-123122SS for Idemia MorphoTrak Livescan Subscriptions with Idemia Identity and Security USA LLC for the Boone County Sheriff's Office.

Done this 27th day of December 2022.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: December 13, 2022
RE: Award of Contract C000504 from Single Feasible Source Contract 165-123122SS for Maintenance and Support of Idemia MorphoTrak and Livescan as a Service Software and Hardware for the Boone County Sheriff's Office

Purchasing requests Commission approval of contract C000504 from Single Feasible Source 165-123122SS for Maintenance and Support of Idemia MorphoTrak and Livescan as a Service Software and Hardware with Idemia Identity & Security of Anaheim, California for the Boone County Sheriff's Office.

The contract period will run January 01, 2023 through December 31, 2023. The total subscription for 2023 is \$7,161.28.

Payments will be paid using this Department/Object coding:

- 2901 – LEST Sheriff Operations/60050 – Equipment Service Contract: \$764.11
- 1228 – GF Sheriff/Detention Operations/60050 - Equipment Service Contract: \$6,397.17

/lp

cc: Contract File
Major Gary German

12/02/22

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

15770

VNDR #

Idemia Identity & Security USA LLC

VENDOR NAME

165-123122SS

BID #

Ship to Dept #: 2901

Bill to Dept #: 2901

Dept	Account	Item Description	Qty	Unit Price	Amount
2901	60050	2023 Subscription: Morphoiden BT/PIV, USB Bluetooth	2	\$185.10	\$370.19
2901	60050	2023 Subscription: Morphoiden BT/PIV, USB Bluetooth	2	\$196.96	\$393.92
1228	60050	2023 Subscription: Morphotrak ELSA Livescan Booking Station	1	\$5,918.16	\$5,918.16
1228	60050	2023 Subscription: Local RMS Interface	1	\$479.01	\$479.01
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					7,161.28

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By



Auditor Approval

**PURCHASE AGREEMENT
FOR
IDEMIA MORPHOTRAK LIVESCAN SUBSCRIPTIONS AND SUPPORT**

THIS AGREEMENT, County Contract **C000504**, Sole Source 165-123122SS, dated the 27th day of December 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Idemia Identity & Security USA LLC** herein "Contractor."

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

1. **Contract Documents** - This agreement for Idemia Morphotrak Livescan Subscriptions and Support shall be numbered **C000504** and results from Sole Source 165-123122SS; it shall incorporate "Appendix A – Maintenance Spreadsheet – Boone County Sheriff's Department, MO" and "Idemia's Maintenance and Support Agreement," both incorporated into the Purchase Agreement as **Attachment One**; 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 contractor's response may be permanently maintained in the County Purchasing Office sole source file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County's Standard Terms and Conditions shall prevail and control. All transactions under the Purchase Agreement must reference the contract number referenced above.

2. **Purchase** - The County agrees to purchase from the contractor and the contractor agrees to supply the County with an annual subscription for the following, with monthly pricing as shown in Appendix A of Attachment One:

Line #	Description	QTY	Node Name	Location	Total January 2023-December 2023
1	Morphotrak ELSA Livescan LSMO-D0M41E-00 Booking Station 2-Finger Fast ID, Rolled Finger, 500 PPI	1	MOELSAC41	Boone County Sheriff's Office, 2121 County Drive, Columbia, MO, 65203	\$5,918.16
2	Morphoiden BT/PIV, USB, Bluetooth	2	16050720 18250120	Boone County Sheriff's Office, 2121 County Drive, Columbia, MO, 65203	\$393.31
3	Local RMS Interface Connection	1	N/A	Boone County Sheriff's Office, 2121 County Drive, Columbia, MO, 65203	\$479.01
4	Morphoiden BT/PIV USB, Bluetooth	2	19420473 19420476	Boone County Sheriff's Office, 2121 County Drive, Columbia, MO, 65203	\$370.20
TOTAL		6			
Total Annual Price					\$7,161.28

3. **Contract Term** – The contract shall commence January 01, 2023 through December 31, 2023.

4. **Billing and Payment** - All billing shall be invoiced to the **Boone County Sheriff's Office**. Billings may only include the prices listed in the contractor's pricing. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the contractor's pricing to the specifications. 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 contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

IDEMIA IDENTITY & SECURITY USA LLC

DocuSigned by:
 by Casey Mayfield
 B6B2A9A109D5443...
 title VP State & Local Enrollment

BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 BA4B934CED6E4EB...
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
 7D71DEAEB9D74DD...
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon
 D267E242BFB948C...
 County Clerk

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

1228/60050; 2902/60050; 2901/60050: \$7,161.28

DocuSigned by:
[Signature]
 4147B4E3F1C847D...
 Signature

12/16/2022

Date

Appropriation Account

**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of _____)
) ss
State of _____)

My name is _____, I am an authorized agent of _____

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

DocuSigned by: Casey Mayfield 12/16/2022
Affirmation A10BD5443... Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20___.

Notary Public

Also include the E-Verify Memorandum of Understanding

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
19. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Updated 10/01/21



5515 E. La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

December 9, 2022

Melinda Bobbitt
Boone County Sheriff's Department
2121 County Drive
Columbia, MO 65202
Mbobbit@boonecountymmo.org
(573)886-4391

RE: Extension to Maintenance and Support Agreement # 004627-000 REV1

Dear Ms. Melinda Bobbitt,

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Boone County Sheriff's Department** Maintenance and Support Agreement for the period **January 1, 2023 through December 31, 2023**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Hilda.RamosVillasenor@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (703) 775-7862 or e-mail Hilda.RamosVillasenor@us.idemia.com. Thank you in advance.

Thank you,

Hilda Ramos Villasenor
Contract Administration Specialist II
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

Signed by:
Printed Name: Casey Mayfield

Title: Vice President

Date: December 9, 2022

BOONE COUNTY – on behalf of Sheriff's Department

DocuSigned by:
Signed by:
BA4B934CED6E4EB...

Daniel K Atwill, Presiding Commissioner

Date: 12/20/2022

Please note: this is not an invoice. An invoice will be provided after receipt of the signed document OR purchase order.

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 004627-000

CUSTOMER: Boone County Sheriff's Department

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
ELSA-R	ELSA LiveScan Booking Station	MOELSAC41	1
MID	Mobile – MorphoIDent	16050720 18250120	2
RMS	Local RMS Interface Connection	N/A	1
MID	Mobile – MorphoIDent	19420473 19420476	2

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 004627-000 **Date** December 9, 2022
New Term Effective **Start** January 1, 2023 **End** December 31, 2023

STANDARD SUPPORT		
<input checked="" type="checkbox"/> Advantage – Software Support		
◆ Telephone Response: 2 Hour	◆ Standard Releases & Updates	◆ Supplemental Releases & Updates
◆ Remote Dial-In Analysis	◆ Automatic Call Escalation	◆ 8 a.m. – 5 p.m. Monday to Friday PPM
◆ Unlimited Telephone Support		
<input checked="" type="checkbox"/> On-Site Hardware Support		
◆ 8 a.m. – 5 p.m. Monday to Friday PPM	◆ Defective Parts Replacement	◆ Hardware Service Reporting
◆ Next Day PPM On-site Response	◆ Escalation Support	◆ Product Repair
◆ Hardware Vendor Liaison	◆ Hardware Customer Alert Bulletins	◆ Equipment Inventory Detail Management
<input checked="" type="checkbox"/> Parts Support		
◆ Parts Ordered & Shipped Next Business Day	◆ Parts Customer Alert Bulletins	
* If customer is providing their own on-site hardware support, the following applies:		
> Customer Orders & Replaces Parts	> Telephone Technical Support for Parts Replacement Available	
GRAND TOTAL		\$ 7,161.28
*Exclusive of taxes if applicable		

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
 Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

Line#	ITEM DESCRIPTION	QTY	Node Name	Location	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total Jan-23- Dec-23	
7	MORPHOTRAK ELSA LIVESCAN LSMO-D0M41E-00 BOOKING STATION 2-FINGER FAST ID, ROLLED FINGER, \$90 PPL	1	MOELSAC11	Boone County Sheriff's Office, 2121 County Drive, Columbia, MO 65203	\$491.95	\$491.95	\$491.95	\$491.95	\$491.95	\$491.95	\$491.95	\$491.95	\$491.95	\$491.95	\$491.95	\$506.71	\$5,918.16	
9	MORPHOIDEN BT PIV, USB, BLUETOOTH	2	16050730 18250120	Boone County Sheriff's Office, 2121 County Drive, Columbia, MO 65203	\$32.83	\$32.83	\$32.83	\$32.83	\$32.83	\$32.83	\$32.83	\$32.83	\$32.83	\$32.83	\$32.83	\$32.83	\$32.83	\$393.91
10	LOCAL RMS INTERFACE CONNECTION	1	N/A	Boone County Sheriff's Office, 2121 County Drive, Columbia, MO 65203	\$39.62	\$39.62	\$39.62	\$39.62	\$39.62	\$39.62	\$39.62	\$39.62	\$39.62	\$39.62	\$40.81	\$40.81	\$40.81	\$479.01
11	MORPHOIDEN BT PIV, USB, BLUETOOTH	2	19420473 19420476	Boone County Sheriff's Office, 2121 County Drive, Columbia, MO 65203	\$30.62	\$30.62	\$30.62	\$30.62	\$30.62	\$30.62	\$30.62	\$30.62	\$30.62	\$30.62	\$31.54	\$31.54	\$31.54	\$370.28
TOTAL		6			\$995.02	\$995.02	\$995.02	\$995.02	\$995.02	\$995.02	\$995.02	\$995.02	\$995.02	\$997.12	\$997.12	\$997.12	\$7,161.28	

Grand Total: \$7,161.28

6007-2022

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 27th day of December 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 Cooperative Agreement with the City of Centralia for Radio Consulting Services and Equipment.

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

Done this 27th day of December 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



2145 County Drive
Columbia, MO 65202

Phone (573) 554-1000
Fax (573) 875-1072

MEMORANDUM

TO: Boone County Commission
FROM: Chad Martin, Director *cm*
DATE: December 13, 2022
RE: Agreement with City of Centralia

Commission approval is requested for an agreement with City of Centralia to provide radio consulting services and equipment for Centralia Public Safety agencies.

This agreement is to address a need for reliable radio coverage and equipment operations for the City's Police and Fire departments. The County is to provide two radio repeaters at the Centralia water tower radio site operated by BCJC. One repeater is already in use at the site and one is to be provided from existing used stock.

Installation will occur under the current Radio Consulting contract and by staff. Maintenance of the equipment will be incorporated into existing maintenance processes at this radio site at no or negligible additional cost to the County.

Frequency coordination cost is approximately \$350 to be paid from Dept 2704/71100 Radio Network Operations/ Outside Services.

**COOPERATIVE AGREEMENT
FOR RADIO CONSULTANT SERVICES AND EQUIPMENT
FOR CENTRALIA PUBLIC SAFETY AGENCIES**

THIS AGREEMENT is made between the **City of Centralia**, hereinafter called the "City," and the **County of Boone**, hereinafter called "County."

WHEREAS, County contracts for consultant services relating to radio system infrastructure and FCC licenses; and

WHEREAS, City and County have identified a need for reliable radio coverage and equipment operation on behalf of City's Police and Fire Departments; and

WHEREAS, the parties have agreed to assist each other in achieving these goals;

NOW, THEREFORE, IT IS AGREED by and between the City and County as follows:

1. **Radio Installation.** County will furnish and install two single site repeaters at the City's elevated water tank site located at North St. and North Howard Burton Drive at no cost to the City, including the following specific services:
 - i. County, by and through its radio consultant, will apply for and otherwise coordinate and maintain the licensing of the frequencies required for the two repeaters.
 - ii. One repeater will operate on frequencies primarily serving Centralia Fire Department and one repeater will operate on frequencies primarily serving Centralia Police Department.
 - iii. County will provide, through its contracted radio consultant vendor or other qualified county staff, ongoing preventative maintenance of the radio infrastructure and radio network elements that are part of the new repeaters and their antenna system connections.
 - iv. County will continue operations by Boone County Joint Communications staff as conducted at the effective date of this agreement.

2. **Severability:** In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such Invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

3. **Sole Benefit of Parties:** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
4. **Relationship of Parties:** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
5. **Binding Effect:** This agreement shall be binding upon the parties hereto and their respective successors in interest and successors and assigns in office.
6. **Further Actions and Cooperation:** The parties agree to fully cooperate with each other in good faith to execute such further documents and take such further actions as are necessary to give full force and effect to the terms and intent of this Agreement.
7. **Nonappropriation:** Notwithstanding any other provision of this Agreement, any obligations imposed on the City or the County herein which require the expenditure of funds are conditioned upon the availability of funds appropriated for that purpose.
8. **Authority:** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year indicated below.


EXECUTED BY THE CITY OF CENTRALIA ON THE 12th DAY OF December, 2022

EXECUTED BY THE COUNTY OF BOONE ON THE 27th DAY OF December, 2022.

[Signatures follow on next page]


BOONE COUNTY MISSOURI

By:



Daniel K. Atwill, Presiding Commissioner

CITY OF CENTRALIA

By:


Chris Cox, Mayor

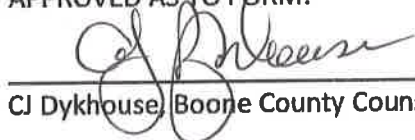
ATTEST:


Brianna L. Lennon, Boone County Clerk

ATTEST:


Marilyn Dick
City Clerk

APPROVED AS TO FORM:


CJ Dykhouse, Boone County Counselor

APPROVED AS TO FORM:

DocuSigned by:

FCB309D7112743A...
Cydney Mayfield
City Attorney

CERTIFICATION:

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

June Patchford 12/14/22
Auditor Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 22

County of Boone

} ea.

In the County Commission of said county, on the 27th day of December 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 to hire above the flexible hiring maximum for Position 982, Services Specialist for the Boone County Joint Communications Department at an hourly rate of \$18.50 an hour.

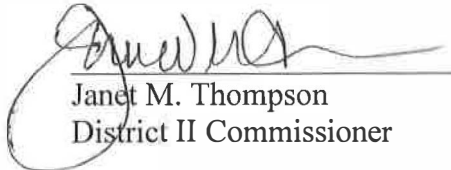
Done this 27th day of December 2022.

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 HIRE ABOVE FLEXIBLE HIRING MAXIMUM BOONE COUNTY

Description of form: To request approval to hire between 86% - 120% of the salary range mid-point

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 and approves budget revision (if applicable) and forwards to Human Resource Director.
3. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval.
4. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
5. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Beth Jackson Department 2701 Joint Comm Operations

Position Title Services Specialist Position No. 982

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: \$18.50 % of Mid-Point 88%

No. of employees in this job classification within your Department? none

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Beth has 20 years' experience working in public safety as a Community Service Aide with the Columbia Police Department; she is knowledgeable in the operation of our CAD, MCT and radio dispatch system.

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:
no other employees in this classification at this time

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?
no impact expected

Additional comments:

Administrative Authority's Signature: [Signature] Date: 12/19/22

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: J for Jane Rithford Date: 12/19/22

Human Resource Director's Recommendations: Approve
Spoke w/ Chad re Qualifications; cross office equity. Transfer Candidates work experience will be directly applicable; valuable on spoke w/ other office w/ similar position there were no concerns about internal equity.
 Human Resource Director's Signature: [Signature] Date: 12/20/21

County Commission _____ Approve _____ Deny
 Comment(s):

Presiding Commissioner's Signature: [Signature] Date: 12/27/2022
 District I Commissioner's Signature: [Signature] Date: 12/27/2022
 District II Commissioner's Signature: [Signature] Date: 12/27/2022