

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of June

20 23

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

Now on this 8th day of June 2023, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish, junk.
4. The location of the public nuisance is as follows 1603 E Tower Dr Columbia, MO, a/k/a parcel# 12-417-19-01-039.00 01., Gas Light Acres Blk 2 Lot 17, Section 19, Township 49, Range 12 as shown by deed book 5624 page 0044, Boone County
5. The specific violation of the Code is: trash, rubbish, and junk in violation of section 6.3 and 6.5 of the Code. The property does not have evidence of running water.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 07 day of March 2023, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner and lien holder was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

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STATE OF MISSOURI

County of Boone

} ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Order For Abatement Chargeable As a Special Assessment To The Property

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



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

Done this 8th day of June 2023.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner
Justin Aldred
District I Commissioner
Janet M. Thompson
District II Commissioner

Lilia Dollinger

1603 E Tower Dr

Department of Public Health nuisance violation-timeline of major events

3/6/23: citizen complaint received

3/7/23: initial inspection conducted by Chrystal Smart

3/8/22: notice of violation sent to owner and lien holder, certified mail, return receipt requested

4/6/23: original certified mail returned without a signature

5/2/23: owner notice posted in newspaper

5/12/23: reinspection conducted- photographs taken at ~8:30 AM

5/17/23: contacted County to schedule hearing

5/19/23: contacted Voss Landscaping for estimate

Photographs taken May 12, 2023 @ ~8:30 AM

1603 E Tower Dr. Columbia, MO 65202

Parcel# 12417190103900



Photographs taken May 12, 2023 @ ~8:30 AM

1603 E Tower Dr. Columbia, MO 65202

Parcel# 12417190103900



Kenny Mohr Assessor

Parcel 12-417-19-01-039.00 01

Property Location 1603 E TOWER DR

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

Owner DOLLINGER LILIA
Address 1603 E TOWER DR
Care Of
City, State, Zip COLUMBIA, MO 65202

Subdivision Plat Book/Page 0008 0008
Section/Township/Range 19 49 12
Legal Description GAS LIGHT ACRES BLK 2
LOT 17
Lot Size 80.00 x 130.00
Irregular Shape
Deeded Acreage .00
Calculated Acreage .00

5624 0044

5590 0090
Deed Book/Page
2176 0489

0991 0441

Effective Date of Value 1/1/2022

CURRENT APPRAISED		CURRENT ASSESSED	
Type	Total	Type	Total
RESIDENTIAL	82,600	RESIDENTIAL	15,694
Totals	82,600	Totals	15,694

PROPERTY DESCRIPTION

Year Built 1977 (ESTIMATE)
Basement FULL (4) Attic NONE (1)
Bedrooms 3 Main Area 1,080
Full Bath 1 Finished Basement Area 0
Half Bath 0
Total Rooms 6 Total Square Feet 1,080

Boone County Assessor

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

Boone County, Missouri



Recorded In Boone County, Missouri

Unofficial Document

Date and Time: 05/23/2022 at 12:14:17 PM

Instrument #: 2022011236 Book: 5624 Page: 44

Instrument Type: QTCL

Recording Fee: \$27.00 \$

No. of Pages: 2

Nora Dietzel
Nora Dietzel, Recorder of Deeds



Space Above This Line for Recorder's Use

MISSOURI QUIT CLAIM DEED

5-23-22

STATE OF MISSOURI

COUNTY OF BOONE

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of
(\$ 0) in hand paid to

BICH NGUYEN, a GRANTOR, residing at 1603 E. TOWER DR.
County of BOONE, City of COLUMBIA, State of MO. 65202

(hereinafter known as the "Grantor(s)") hereby conveys and quitclaims to
LILIA DOLLINGER, a GRANTEE, residing at 1603 E. TOWER DR.
County of BOONE, City of COLUMBIA, State of MO. 65202

(hereinafter known as the "Grantees(s)") all the rights, title, interest, and claim in or to
the following described real estate, situated in the County of BOONE, Missouri to-
wit:

Lot 17 Block 2 - GAS LIGHT ACRES

To have and to hold, the same together with all and singular the appurtenances
thereunto belonging or in anywise appertaining, and all the estate, right, title, interest,
lien, equity and claim whatsoever for the said first party, either in law or equity, to the
only proper use, benefit and behoof of the said second party forever.



Bob Nolte, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO MAY 23 2022

Grantor's Signature [Signature] **Unofficial Document**

Grantor's Name

BICH NGUYEN
Address

City, State & Zip

Grantor's Name

Address

City, State & Zip

STATE OF MISSOURI)

COUNTY OF Boone)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bich Joan NGUYEN whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 23rd day of May, 2022

[Signature]
Notary Public Terri L King

My Commission Expires: 5-2-2023

Prepared By

Name: _____

Address: _____

State: _____ Zip Code: _____

TERRI L. KING
Notary Public - Notary Seal
State of Missouri
Howard County
My Commission Expires May 2, 2023
Commission # 15180383

After Recording Return To

Name: _____

Address: _____

State: _____ Zip Code: _____



Bob Nolte, Recorder of Deeds

VOSS Landscape & Tree Service

8501 N Hwy VV
Columbia, MO 65202

Estimate

Date	Estimate #
5/19/2023	2637

Name / Address	Customer Phone
Chrystal Smart Boone County Department 1005 W. Worley Street Columbia, MO 65203	5738747382
	Customer E-mail
	chrystal.smart@como.gov;...

Project

Description	Qty	Cost	Total
1603 Tower Dr Estimate			
Delivery Fee (dumptruck / dumptrailer)	1	231.00	231.00
Laborer	4	57.25	229.00
Laborer	4	57.25	229.00
Laborer	4	57.25	229.00
Foreman	4	86.62	346.48
Machine With Attachment	4	86.62	346.48
Pull Fee to Landfill (dumptruck / dumptrailer)	1	231.00	231.00
Per Ton Disposal	3	75.07	225.21
Hazardous Waste Barrels & or Appliances / Tire Disposal Fees	10	50.00	500.00
Thank you for your business.		Total	\$2,567.17

Customer Signature _____

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259 -2023

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

8th

day of

June

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the flexible hiring maximum for Position 724, Administrative Technician I in the Mail Services Department, and does hereby authorize a pay rate of \$18.00 per hour for said position.

Done this 8th day of June 2023.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
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 Destiny McTye Department Mail Services

Position Title Administrative Technician I Position No. 724

Proposed Starting Salary (complete one only) Annual: \$37,440 % of Mid-Point 92.6%
 OR Hourly: \$18.00 % of Mid-Point _____

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

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

Destiny's combined education and lengthy background in customer service will bring value to the Mail Services team.

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:

Destiny has completed college courses that would aid in the understanding of Government budget along with customer service skills. She would be able to provide the level of support that other offices come to expect from the mail room.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

We have evaluated the wages of the Administration team and this amount should not cause any issues with other employees.

Additional comments:

Administrative Authority's Signature: Julia Lutz Date: 06/02/2023

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

Auditor's Signature: [Signature] Date: 6-2-23

Human Resource Director's Recommendations:
Approve. One other Admin Tech I exists in another dept. but requested pay reflects additional job duties of IT dept/mail subs.

Human Resource Director's Signature: [Signature] Date: 6/2/23

County Commission Approve Deny
 Comment(s):

Presiding Commissioner's Signature: [Signature] Date: 6/8/23

District I Commissioner's Signature: [Signature] Date: 6/8/2023

District II Commissioner's Signature: [Signature] Date: 6/8/2023

260-2023

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June Session of the April Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

8th

day of

June

20 23

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

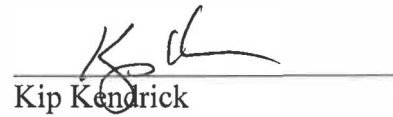
Now on this day, the County Commission of the County of Boone does hereby approve a request to transfer above the Authorized Transfer Salary for position 1535, Services Specialist/Dispatch Support and hereby authorizes an hourly rate of \$18.50 for said position.

Done this 8th day of June 2023.

ATTEST:



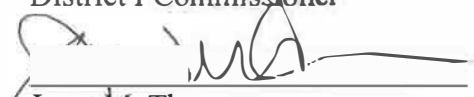
Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

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

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

Procedure:

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

Name of prospective employee Beth Ellison Department 2701

Position Title Services Specialist / Dispatch Support (PT Pool) Position No. 1535

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: \$18.50 % of Mid-Point 89%

No. of employees in this job classification within your Department? 0

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Currently works with our systems at a user agency. Has several years of experience with facets of this job that will not require training.

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: Same pay as others with like experience

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: 5/31/23

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: [Signature] Date: 6-5-23

Human Resource Director's Recommendations: No issues. Approve.

Human Resource Director's Signature: [Signature] Date: 6/8/23

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 6/8/23
 District I Commissioner's Signature: [Signature] Date: 6/8/2023
 District II Commissioner's Signature: [Signature] Date: 6/8/2023

(S:\AL\Human Resources\Flexible Hiring & Transfer Policy and Forms)

2021-2023

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STATE OF MISSOURI

June Session of the April Adjourned

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In the County Commission of said county, on the

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day of June

20 23

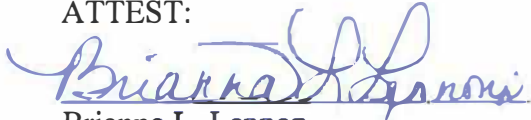
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Cooperative Agreement between Boone County and Buchanan County.


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


Done this 8th day of June 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

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

THIS AGREEMENT dated the 19 day of May, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Buchanan County Sheriff's Office (Agency):

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

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

WHEREAS, Agency desires to procure two (2) canines to receive training from a vendor approved by County and train two (2) of Agency's officers as the canines' handlers through the BCSO's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of appropriate canines from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on purchased canines that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's two (2) K-9 handlers and two (2) canines basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program each K-9 team if they meet the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handlers' employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employees. Agency's handlers will each execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Eight Thousand Dollars (\$8,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$4,000.00, upon execution of this contract and the remaining one-half, or \$4,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 9th day of October, 2023, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this

Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$100.00 per session (with each session being approximately one, 8-hour day).

6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.
- 10.

SO AGREED:

AGENCY: SUCHMAN COUNTY SHERIFFS OFFICE
By: Shirley Garret
Printed Name: SHERIFF BRUBERT
Dated: 5/19/2023
ATTEST: Mary B. Gannay

BOONE COUNTY, MISSOURI

By: Kip Kendrick
Kip Kendrick, Presiding Commissioner

Dated: 6/8/2023

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

APPROVED - BCSO: Dwayne Carey
Dwayne Carey, Sheriff

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

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

Kyle Ricman
County Auditor

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

John R. Winder 05-19-2023

Printed Name of Participant

John R. Winder

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Office, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date



MAY 19, 2023

Printed Name of Participant

LANCER BARNES

262-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 23

County of Boone

} ca.

In the County Commission of said county, on the 8th day of June 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached law Enforcement Services Agreement between Boone County and the University of Missouri.

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

Done this 8th day of June 2023.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

AGREEMENT

THIS AGREEMENT is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its' Police Department at the University of Missouri-Columbia (hereafter "University") and THE COUNTY OF BOONE, by and through the BOONE COUNTY SHERIFF'S OFFICE (hereafter "County").

WITNESSETH:

WHEREAS, University is desirous of obtaining assistance in providing safety and security for the period from July 1, 2023 through June 30, 2024; and

WHEREAS, County has the personnel and expertise to assist University in its' efforts; and

WHEREAS, the parties deem it to their mutual benefit to set forth the terms of their agreement in writing; and

WHEREAS, both University's Police Department and County's Sheriff's Office have attained national accreditation and desire for this law enforcement services agreement to comply with CALEA standards, specifically Section 3.1.1;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM. County will provide appropriately trained personnel and assistance as mutually agreed, when requested, during the period from July 1, 2023 through June 30, 2024.
2. POLICE SERVICES TO BE PROVIDED. University will consult with County in planning, scheduling, and conducting the work to be performed pursuant to this agreement. University's representative for such purposes shall be Interim Chief Brian Weimer or his designee; County's representative shall be Sheriff Dwayne Carey or his designee.
3. COMPENSATION. University shall compensate County for services rendered pursuant to this agreement at the rate of \$75.00 per hour. County will invoice University of Missouri Police Department, 901 Virginia Avenue, Columbia, MO 65211, or designated location per event, for services rendered at the conclusion of each event during the term of this agreement. Such invoices shall contain sufficient documentation to permit independent verification by University of amounts due.
4. The parties mutually agree that:
 - a. OPERATIONAL PROCEDURES. Work conducted under this agreement will be carried out according to procedures which are mutually acceptable to the parties.

- b. STATUS OF EMPLOYEES / INDEPENDENT CONTRACTOR. County acts as an independent contractor for the purposes of this agreement and shall not act as an agent for the University. No individuals assigned by County to render services pursuant to this agreement be deemed to be employees of the University for any purposes whatsoever, including but not limited to Social Security, Employment Compensation, Workers Compensation, or other insurance, but shall retain their status as employees of County.
- c. OPERATIONAL CONTROL & MANAGEMENT OF PERSONNEL. University shall control and supervise the operation of services pursuant to this agreement insofar as their presence affects the operations of the University but administrative control of County personnel shall be maintained by the County Sheriff.
- d. RECORDS. Each party shall maintain records relating to the payments made under this agreement for a period of three (3) years.
- e. AMENDMENT. This agreement can be amended at any time upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the dates below their respective signatures.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By:

Casey E. Forbis
Signature

Business Services Consultant-Lead
Title

BOONE COUNTY, MISSOURI

By:

Kip Kendrick
Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

APPROVED – BCSO:

Dwayne Carey
Dwayne Carey, Sheriff

Acknowledged for Budgeting Purposes:

Kyle Rieman
Kyle Rieman, Auditor

Approved as to Legal Form:

C.J. Dykhouse
C.J. Dykhouse, Boone County Counselor

REVIEWED
By Casey Forbis at 12:01 pm, May 22, 2023



Approved as to Legal Form

May 24 2023

263-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 23

County of Boone

} ca.

In the County Commission of said county, on the

8th

day of June

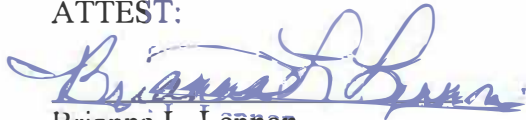
20 23

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the attached report documenting the Contracts approved by the Purchasing Director as the County's Purchasing Agent (as designated in Commission Order 114-2022) during the month of May 2023.

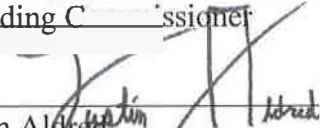
Done this 8th day of June 2023.

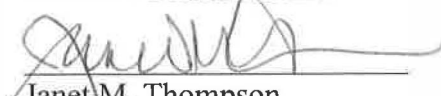
ATTEST:



Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 8, 2023
RE: Contracts and Amendments Signed by Purchasing Director in May 2023

Attached is the list of contracts and amendments that were awarded in May 2023 and signed by the Purchasing Director.

The *Notice of Awards* that explains the justification for award is posted on our web page at www.showmeboone.com / Purchasing / Notice of Awards. The *Bid Tabulation* listing the Bidders/Offerors with pricing is also posted there. These contract documents have been added to the Boone County Clerk bid file.

att: List of Contracts/Amendments

Amendment Signed by Purchasing Director - May 2023

AMENDMENTS				
<u>Amendment/Bid #</u>	<u>Description</u>	<u>Vendor</u>	<u>Amendment Amount</u>	<u>Description</u>
Amendment #1 - C000165 (28-07JUN18)	Electronic Payment Processing	CSG Forte Payments, Inc.	\$0.00	Changes legal business fees and clarifies fees beginning on 9/1/22

204-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 20 23

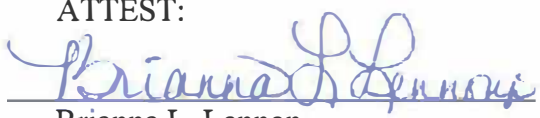
In the County Commission of said county, on the 8th day of June 20 23

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

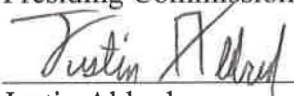
Now on this day, the County Commission of the County of Boone does hereby approve the attached Quit-Claim Deed relating to the transfer of two (2) surplus tracts of land to the high bidder, Mark Ballenger, in Boone County Bid 20-12MAY23. The Presiding Commissioner is authorized to execute the Quit-Claim Deed on behalf of Boone County and the County Counselor is authorized to deliver and record said Deed upon the receipt of the balance due from the purchaser by Boone County Purchasing.

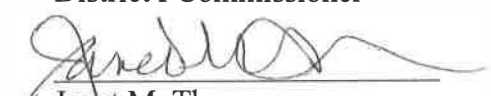
Done this 8th day of June 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Recording Date/Time: 06/08/2023 at 03:14:35 PM

Book: 5755 Page: 121

Instr #: 2023008629
Pages: 2
Fee: \$27.00 S



QUIT-CLAIM DEED

THIS INDENTURE, made on this 8th day of June, 2023, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through its County Commission, herein **Grantor** and Party of the First Part, and **Mark Ballenger, a single person, and Esco Ballenger, a single person, as joint tenants with rights of survivorship**, herein **Grantee** and party of the Second Part. Grantee's mailing address: 3915 E Gray Bill Rd, Sturgeon, MO 65284.

WITNESSETH, that the said party of the First Part in consideration of the sum of Ten dollars and other valuable considerations paid by the said party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Remise, Release and forever Quit Claim, unto the said party of the Second Part, the following described real estate lying, being and situated in the County of Boone and State of Missouri, to-wit:

Tract #1:

Lots Thirteen (13) and Fourteen (14) in Block Three (3) of the City of Sturgeon, Boone County, Missouri.

2023 Assessor Parcel #: 03-209-00-01-031.00
Property address: Lots 13 and 14 on E. Patton St., Sturgeon, MO 65284
Prior vesting deed: Book 218, Page 418 Boone County Records

Tract #2:

The South Half (S 1/2) of the unnumbered fractional block lying East of Block Three (3), containing about two (2) lots, lying in the City of Sturgeon, Boone County, Missouri.

2023 Assessor Parcel #: 03-209-00-01-041.00
Property address: Tract on S. Hicks St., Sturgeon, MO 65284
Prior vesting deed: Book 275, Page 224 Boone County Records

Subject to all easements, rights of way, and restrictions of record, if any.

TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party of the Second Part, and its heirs and assigns, FOREVER; so that neither the said party of the First Part, nor his or her heirs, nor any other person or persons for his or her or in his or her name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

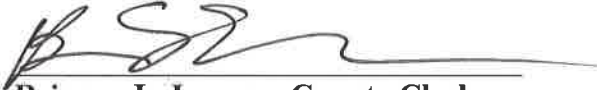
IN WITNESS WHEREOF, the said Party of the First Part has executed this document the day and year first above written.

BOONE COUNTY, MISSOURI
By and through its County Commission



Kip Kendrick, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 8th day of June, 2023, before me appeared **Kip Kendrick** and **Brianna L. Lennon**, to me known to be the **Presiding Commissioner** and **County Clerk**, respectively, of Boone County, Missouri, and both acknowledged that they executed the foregoing instrument on behalf of Boone County, Missouri, and acknowledged that they were duly authorized to execute the foregoing instrument on behalf of said county for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.


Notary Public

My commission expires:
11.29.2024

JODI RENEE VANSKIKE
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires: Nov. 29, 2024
Commission # 20980174

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 23

County of Boone

} ca.

In the County Commission of said county, on the

8th

day of June

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Memorandum of Understanding Regarding Court Marshals in County Buildings between the following:

- 13th Judicial Circuit
- Boone County Commission
- Boone County Sheriff

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

Done this 8th day of June 2023.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

**MEMORANDUM OF UNDERSTANDING
BETWEEN
13TH JUDICIAL CIRCUIT,
BOONE COUNTY COMMISSION, AND
BOONE COUNTY SHERIFF REGARDING
COURT MARSHALS IN COUNTY BUILDINGS**

THIS AGREEMENT is entered into this 8th day of June, 2023, between the 13th Judicial Circuit, (hereinafter, "13th Circuit"), the **Boone County Commission**, Missouri (hereinafter "Boone County"), and the **Boone County Sheriff** (hereinafter "Sheriff"), for the purposes set out hereunder:

WHEREAS, the 13th Circuit, Boone County, and Sheriff are committed to working together to maintain safety and order in the Boone County Courthouse and the County's buildings in downtown Columbia; and

WHEREAS, the 13th Circuit has appointed court marshals pursuant to RSMo §476.083 and RSMo §485.010 and said marshals have peace officer arrest powers under RSMo §476.082; and

WHEREAS, the Boone County Sheriff is the Chief Law Enforcement officer for Boone County; and

WHEREAS, the parties have authority to cooperate on the provision of peace officer services pursuant to RSMo §70.815 and RSMo §70.820; and

WHEREAS, the parties desire to clarify and agree on the role of court marshals in providing peace officer services in the County's downtown Columbia buildings other than the courthouse itself.

NOW, in consideration of the mutual undertakings and agreements, the parties agree as follows:

1. The 13th Circuit agrees that it will authorize its court marshals to conduct two (2) sweeps of the county administration building (Boone County Government Center) a day, once during normal business hours and once after 5:00 p.m. to ensure the doors of the Government Center are securely locked. In addition, the 13th Circuit agrees that it will authorize its court marshals to accompany employees of the Boone County Treasurer's office on daily bank deposit runs as their staffing permits and as requested by the Treasurer.
2. Boone County's officials and staff will be instructed that all other calls for law enforcement services will be directed to Boone County Joint Communications using 311 or 911, as appropriate, for the dispatch of an appropriate deputy of the Boone County Sheriff. A copy of that process notification prepared by Boone County's Human Resources & Risk Management Department is attached hereto and made a part hereof.
3. The parties will coordinate with each other on "lock-down" operational policies and procedures to facilitate a joint "lock-down" process for all downtown county buildings whenever necessary to protect the public, staff, or public property.
4. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.
5. This agreement shall be entered into under the laws of the State of Missouri and the rights and obligations of the parties hereunder shall be governed according to the laws of said state.
6. No modification, amendment, renewal, extension or other alteration of this agreement shall be effective unless mutually agreed upon in writing by the parties and incorporated herein as an official amendment to this agreement.

7. No party can assign this agreement to any person, corporation, partnership or other entity without express written approval of the other parties and incorporation herein as an official amendment to this agreement.
8. Each of the persons signing this Memorandum of Understanding represent that he/she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this document and that all necessary action on behalf of said party to effectuate said authorization has been taken and is done.
9. Any financial obligations imposed on the 13th Circuit and/or Boone County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. Boone County's obligations hereunder shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County.
10. The parties agree to fully cooperate with each other in good faith to give full force and effect to the terms and intent of this Memorandum of Understanding.

SO AGREED.

13th Judicial Circuit

By:



 Honorable Brouck Jacobs, Presiding Judge

Dated: 5/16/23

Boone County, Missouri

By: Boone County Commission



 Kip Kendrick, Presiding Commissioner

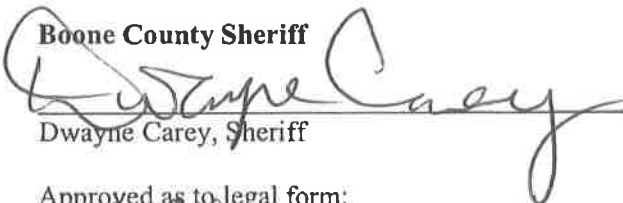
Dated: 6/8/2023

ATTEST:



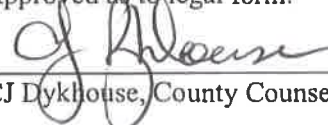
 Brianna L. Lennon, County Clerk

Boone County Sheriff



 Dwayne Carey, Sheriff

Approved as to legal form:



 CJ Dykhouse, County Counselor

IMPORTANT - PLEASE READ: New Procedures for Requesting Law Enforcement in Emergencies and Non-Emergencies as of January 1, 2023

Since this is important safety and security information, please share this new information with anyone who doesn't have regular email access ASAP.

Summary: In order to simplify how we handle security concerns and requests for Law Enforcement presence in our buildings, **please call 9-1-1 (or use your panic button if you can't call) in an emergency or call 3-1-1 for non-emergency situations. Do not contact the Court Marshals directly.**

**See information below for directions on how to call 3-1-1 from a Boone County desk phone.*

When? Effective **IMMEDIATELY**.

What's Changing?

- Employees can no longer call the Boone County Court Marshals at the Courthouse directly for assistance. Court Marshals will no longer respond to calls for service when contacted directly by Boone County offices.
- By calling **9-1-1 or 3-1-1**, Boone County Joint Communications will dispatch the appropriate help to our Buildings. Panic buttons will notify Boone County Joint Communications (BCJC) to dispatch help to the location of the panic button.

Who Will Respond? The Boone County Sheriff's Office will be primarily responding to our calls for service. Depending on the situation, other departments like the Columbia Police Department may respond to help.

Why the Change? This procedure ensures the best and timeliest response by law enforcement based on the needs of the situation. It also helps us cut out any confusion on what to do, who should respond, and lets our law enforcement folks do what they do best.

What's Not Changing? Court Marshals will still provide assistance by performing their daily walk-throughs of our buildings and bank escorts.

What If I Have Questions? For questions about panic buttons or County phones, please contact the IT Helpdesk. For questions about this procedure or other questions related to safety, please contact the Human Resources & Risk Management Department.

I Need Help! What Do I Do Now?

In an emergency: *(Safety, security, or emergency medical concerns)*

- **Call 9-1-1 or press your panic button.** BCJC will dispatch help.
- **DON'T HANG UP**, even if you're put on hold.
- Follow any instructions given to you and answer any questions you are asked.

In a non-emergency: *(Requests for assistance that aren't urgent or an emergency)*

- Call 3-1-1, the non-emergency line, from your cell phone or non-County desk phone.
- *****Dial x8311 from a County desk phone, or (573)-442-6131.*****
- Follow any instructions given to you and answer any questions you are asked.

266-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 20 23


In the County Commission of said county, on the 8th day of June 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve a standing request to hire above the flexible hiring maximum for pool position 974, Dispatch Certification Instructor. This Order authorizes hiring at up to \$25.00 per hour for position 974.

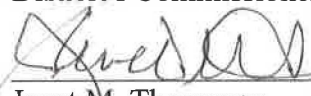
Done this 8th day of June 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
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 verification 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 Shawn Garstner Department 2701

Position Title Dispatch Certification Instructor Position No. 974

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: 25.00 % of Mid-Point 102.9%

No. of employees in this job classification within your Department? 2

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

Shawn has several years of experience working in dispatch and EMS instruction which meets the IAED requirements for Emergency Medical Dispatch (EMD) Instructor Certification. This rate of pay is commensurate with industry standards in our area as well as others performing the same work.

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:

NA

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?

No negative effects expected

Additional comments:

Administrative Authority's Signature: [Signature] Date: 6/5/23

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

Auditor's Signature: [Signature] Date: 6-6-23

Human Resource Director's Recommendations:

Approve. In line w/ other current Cert. Instructors in pool already approved by Commission.

Human Resource Director's Signature: [Signature] Date: 6/8/23

County Commission Approve Deny

Comment(s):

Presiding Commissioner's Signature: [Signature] Date: 6/8/2023

District I Commissioner's Signature: [Signature] Date: 6/8/2023

District II Commissioner's Signature: [Signature] Date: 6/8/2023

(S:\ALA\Human Resources\Flexible Hiring & Transfer Policy and Forms)

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 Bonnie Pemberton Department 2701

Position Title Dispatch Certification Instructor Position No. 974

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: 25.00 % of Mid-Point 102.9%

No. of employees in this job classification within your Department? 2

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

Bonnie works for one of our EMS user agencies and has fire service instructor experience. These combined with other pre-requisites already met, allow her to meet the IAED requirements for Emergency Medical Dispatch (EMD) Instructor Certification. This rate of pay is commensurate with industry standards in our area as well as others performing the same work.

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:
NA

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

Additional comments:

Administrative Authority's Signature: [Signature] Date: 6/5/23

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.
 Auditor's Signature: [Signature] Date: 6-6-23

Human Resource Director's Recommendations:
Approve: In line w/ other current Cert. Instructors in pool already approved by Commission.
 Human Resource Director's Signature: [Signature] Date: 6/8/23

County Commission Approve Deny
 Comment(s): _____
 Presiding Commissioner's Signature: [Signature] Date: 6/8/2023
 District I Commissioner's Signature: [Signature] Date: 6/8/2023
 District II Commissioner's Signature: [Signature] Date: 6/8/2023