

286 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the 27th day of June 20 23

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

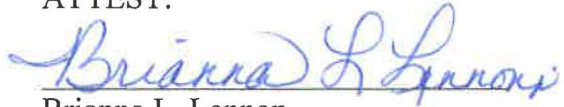
Now on this day, the County Commission of the County of Boone does hereby receive and accept the plats, items A, B, C, D, and E, as listed in the attached consent agenda (Attachment A), and authorize the Clerk to insert the associated staff reports into the minutes of this meeting.

Attachment A:

- A. Robinson Point Plat 1. A-2. S13-T46N-R12W. Chaddie & Brenda Robinson, owners. David Butcher, surveyor.
- B. Kurt's Landing Plat 1. A-2. S18-T47N-R12W. Kurt Bormann, owner. David Butcher, surveyor.
- C. CoMoWest Storage Plat 1. M-LP. S1-T48N-R14W. Robert W. Kilgore Jr, owner. Jay Gebhardt, surveyor.
- D. Hartley Properties Subdivision Plat 2. A-R. S32-T50N-R11W. Bradley L. & Dawnde A. Irwin, owners. James Patchett, surveyor.
- E. Koster Acres. Agriculture-Residential (A-R). S3-T50N-R11W. Kenneth & Beth Koster, Donnie L. Copenhaver Trust, owners. Jason D. Janes, Surveyor.

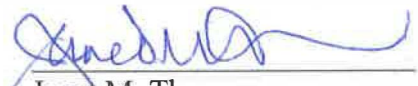
Done this 27th day of June 2023.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Staff Report for County Commission
RE: P&Z Agenda Items
June 27, 2023

1. Consent Agenda – Final Plans and Plats

The Planning and Zoning Commission reviewed the items on the consent agenda at its June 15, 2023 meeting and approved all items by consent. The plats, items A, B, C, D, and E, are recommended for receipt and acceptance.

A. *Robinson Point Plat 1*. A-2. S13-T46N-R12W. Chaddie & Brenda Robinson, owners. David Butcher, surveyor

The property is located on Hagans Drive, $\frac{3}{4}$ of a mile south of State Route Y, approximately 1.2 miles from the city limits of Ashland. The property is 9.91 acres in size and zoned Agriculture (A-2). The property is surrounded by A-2 zoning. This is all original 1973 zoning. There is a house, a garage, and a barn on the property. The barn was constructed across the common property line between the two five-acre tracts. This plat shifts that lot line, bringing the northern lot into compliance with the setback regulations and creating a 5.90-acre lot and a 3.45-acre lot.

Both lots have direct access on to Hagans Drive, a publicly dedicated, publicly maintained right of way. The applicant has submitted a request to waive the traffic study requirement.

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

An existing on-site wastewater system serves the home on lot 1. Any development on lot 2 will require the installation of an on-site wastewater system under permit with Boone County Resource Management. The applicant has submitted a request to waive the wastewater cost-benefit analysis requirement.

The property scored 41 points on the rating system.

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

B. *Kurt's Landing Plat 1*. A-2. S18-T47N-R12W. Kurt Bormann, owner. David Butcher, surveyor.

The subject property is located on State Route N, approximately 750 feet to the west of the village of Pierpont and approximately 3 miles to the southeast of the City of Columbia. The property is 11.17 acres in size and zoned Agriculture (A-2). The property is surrounded by A-2

zoning. This is all original 1973 zoning. This proposal divides the property in to a 2.85-acre lot with a home, shed, and on-site wastewater system, and an 8.28-acre lot which is vacant.

Both lots have direct access on to State Route N, a publicly dedicated, publicly maintained right of way. The applicant has submitted a request to waive the traffic study requirement.

The property is in Consolidated Public Water Service District #1, Boone Electric Cooperative for electrical service, and the Boone County Fire Protection District.

The existing house on lot 1 has an on-site wastewater system. Any development of Lot 2 will require an on-site wastewater permit from Boone County Resource Management. The applicant has submitted a request to waive the wastewater cost-benefit analysis requirement.

The property scored 55 points on the rating system.

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

C. *CoMoWest Storage Plat 1*. M-LP. S1-T48N-R14W. Robert W. Kilgore Jr, owner. Jay Gebhardt, surveyor.

The subject property is located between Highway 40 and Henderson Road. The property is 6.76 acres after dedication of right of way. The property was rezoned to Planned Manufacture Light Industrial (M-LP) from a split zoned Residential Single Family (R-S), Agriculture-Residential (A-R), and General Commercial (C-G) under County Commission order #251-2023. The surrounding zoning is as follows:

- South - Planned Single Family Residential (R-SP)
- East – C-G
- North – Light Industrial (M-L), M-LP, and Planned Commercial (C-GP).
- West – R-S

The property has direct road frontage onto Henderson Road, a publicly dedicated publicly maintained road. The approved planned development under County Commission order #251-2023 will have two driveway entrances onto Henderson Road. The applicant has not submitted a waiver to the traffic study requirement. However, the nature of the approved development plan that permits self-storage units without any employees should have a minimal impact to traffic. Granting a waiver to the traffic study is appropriate in this case.

Consolidated Public Water Supply District #1 provides water service for the area. Boone Electric provides electrical service. Boone County Fire Protection District provides fire protection for the area. The nearest station, station #9, is less than a mile away.

The previously approved planned development for the property will utilize storage units without an office. The current development plan for the property will not generate any wastewater. Granting of a waiver to the sewer cost benefit analysis is appropriate in this case.

A variance was granted to plat a lot that does not meet the minimum depth of 250' as required by Table A of Appendix B of the Boone County Subdivision Regulations. The variance was granted at the April 27th, 2023 meeting of the Boone County Board of Adjustment under case #2023-004.

The property scored 63 points on the rating system.

Staff recommended approval of the plat and granting of waivers.

D. Hartley Properties Subdivision Plat 2. A-R. S32-T50N-R11W. Bradley L. & Dawnde A. Irwin, owners. James Patchett, surveyor.

The subject property is located on the east side of Flynt Lane, approximately 650 feet northeast of the crossroads of Mount Zion Church Road, Hartley Road, and Flynt Lane. The subdivision merges former lots 5 and 6 of Hartley Properties Tract D Subdivision which have an approval for a Plat Vacation from the County Commission. This vacation will go into effect when this Re-Plat is recorded. The new lot will be 1.41-acres in area. The property is zoned Agriculture – Residential (A-R) as are all the surrounding properties. All the zoning is original 1973 zoning.

Access to the lot is from Flynt Lane, a publicly dedicated, publicly maintained right-of-way. Additionally, there is a public right-of-way that was created by the original plat along the southern lot line that has never had a roadway surface constructed. The applicant has submitted a request to waive the traffic study requirement and Staff concurs with this request.

The subject property is in Public Water Service District #9 for water service, Boone Electric Cooperative for electrical service, and the Boone County Fire Protection District, the closest station being 5 miles away in Hallsville. There is no central sewer anywhere close to the property and an on-site engineered system is proposed for the lot and a variance from the Board of Adjustment was granted to plat a lot less than 2.5-acres while proposing on-site wastewater. A waiver for a cost benefit analysis for central sewer has been requested and staff concurs.

The property scored 28 points on the rating system.

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

E. Koster Acres. Agriculture-Residential (A-R). S3-T50N-R11W. Kenneth & Beth Koster, Donnie L. Copenhaver Trust, owners. Jason D. Janes, Surveyor.

The subject property is located approximately ¼ mile south of the intersection of State Route Z and Kroeger Road, 3 ½ miles south of Centralia. The properties involved are zoned Agriculture-Residential (A-R) and Agriculture (A-1). The surrounding zoning is as follows:

North – A-R and A-1

South – A-R and A-1

East – A-1

West – A-R

This proposal expands an existing 1-acre tract to the 2.5-acre minimum lot size for on-site wastewater. The lot has a house and lagoon present on site.

The property has existing access on to State Route Z, a publicly maintained, publicly dedicated right of way. The applicant has submitted a request to waive the traffic study requirement.

The subject property is in Public Water Service District #4, Boone Electric Cooperative service area, and the Boone County Fire Protection District.

The existing home has an on-site wastewater system. The applicant has submitted a request to waive the wastewater cost-benefit analysis requirement.

The property scored 41 points on the rating system.

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

287-2023

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STATE OF MISSOURI

June Session of the April Adjourned

Term. 2023

County of Boone

} ea.

In the County Commission of said county, on the

27th

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 Emergency Management Performance Grant Application.

Done this 27th 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



Missouri Department of Public Safety

Application

155393 - FY23 Emergency Management Performance Grants - Final Application

157348 - Emergency Management Performance Grant
Emergency Management Performance Grants (EMPG) Local

Status: Editing Submitted Date: Submitted By:

Applicant Information

Primary Contact:

Name:* Ms. Della Luster
Title First Name Last Name

Job Title:* Administrative Coordinator

Email:* dluster@boonecountymo.org

Mailing Address:* 2145 County Drive

Street Address 1:

Street Address 2:

* Columbia Missouri 65202
City State/Province Postal Code/Zip

Phone:* 573-554-7907 Ext.

Fax: 573-442-3828

Organization Information

Applicant Agency:* Boone County, Emergency Management Agency

Organization Type:* Government

Federal Tax ID#:* 436000349

DUNS #: 073755977

Unique Entity ID:* GKUHNLX9MJJ3

SAM/CCR CAGE Code: 4KKC8 04/28/2023
Valid Until Date

Organization Website: www.showmeboone.com/OEM

Mailing Address:* 2145 County Drive

Street Address 1:

Street Address 2:

City*	Columbia City	Missouri State/Province	65202 Postal Code/Zip	0000 + 4
County:*	Boone			
Congressional District:*	04			
Phone:*	573-554-7900			Ext.
Fax:	573-442-3828			

Contact Information

Authorized Official

Enter the name and address of the individual who has the authority to legally bind the applicant agency.

- City Government - If the applicant agency is a city, the Mayor/City Administrator shall be the Authorized Official.
- County Government - If the applicant agency is a county, the Presiding Commissioner shall be the Authorized Official.

Authorized Official:*	Mr.	Kip	Kendrick
	Title	First Name	Last Name
Job Title:*	Presiding Commissioner		
Agency:*	Boone County Commission		
Mailing Address:*	801 E. Walnut, Suite 333		
Street Address:	801 E. Walnut		
City/State/Zip*	Columbia	Missouri	65201
	City	State	Zip Code
Email:*	kkendrick@boonecountymo.org		
Phone:*	573-886-4307		
	Office		Cell

Project Director

For EMPG grant the EMD is the Project Director.

Emergency Management Director:*	Mr	Chris	Kelley
	Title	First Name	Last Name
Agency:*	Boone County Emergency Management		
Mailing Address:*	2145 County Drive		
Street Address:	2145 County Drive		
City/State/Zip*	Columbia	Missouri	65202
	City	State	Zip Code
Email:*	ckelley@boonecountymo.org		
Phone:*	573-554-7900	573-268-6707	
	Office	Cell	

Fiscal Officer

For EMPG grants the City/County Treasurer is the Fiscal Officer.

Fiscal Officer:* Ms Jenna Redel
 Title First Name Last Name

Job Title:* Treasurer

Agency:* County of Boone

Mailing Address:* 801 E. Walnut, Room 304

Street Address: 801 E. Walnut

City/State/Zip* Columbia Missouri 65201
 City State Zip Code

Email:* jredel@boonecountymo.org

Phone:* 573-886-4367
 Office Cell

Project Contact Person

Is the Emergency Management Director and the Project Contact Person the same?* No
 If the EMD & Project Contact are the same, it is not necessary to complete the Project Contact information.

Project Contact Person: Mr Jacob Waller
 Title First Name Last Name

Job Title: Deputy Director

Agency: Boone County Emergency Management

Mailing Address: 2145 County Drive

Street Address: 2145 County Drive

City/State/Zip Columbia Missouri 65202
 City State Zip Code

Email: jwaller@boonecountymo.org

Phone: 573-554-7900 573-356-1677
 Office Cell

Project Narrative Justification

Project Title:* FY23 Emergency Management Performance Grant

Project Type:* Develop/enhance homeland security/emergency management organization and structure

The requested funds will be used to:* Sustainment of Existing Project

Select the primary Core Capability that will be Protection Operational Coordination

supported by this
proposed project.*

Project Narrative Summary*

FY 2023 funds will be utilized to maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.

2000 Character Limit

Gap or Need Addressed* Operational Coordination

Project Objective* Sustain Emergency Management

Anticipated Project Impact* Community Preparedness

Select the Mission Areas that apply to this project. **TO SELECT MULTIPLE CATEGORIES HOLD CONTROL DOWN WHILE SELECTING THEM.**

Mission Area* Prevention, Protection, Mitigation, Response, Recovery

Select the POETE categories that apply to this project. **TO SELECT MULTIPLE CATEGORIES HOLD CONTROL DOWN WHILE SELECTING THEM.**

POETE Category* P - Planning, O - Organization, E - Equipment, T - Training, E - Exercise

Select the Identified Gap or Need reference document for this project. **TO SELECT MULTIPLE CATEGORIES HOLD CONTROL DOWN WHILE SELECTING THEM.**

Reference for Identified Gap or Need* THIRA/SPR

Performance Goals

Performance Goals* Maintain our current staffing level in order to plan for both planned and unplanned events/disasters, provide training to citizens and emergency services.
To be active in community outreach and public events.

Current Capability Metrics* We attend training for OEM staff and provide training for citizens and jurisdictions. We have an active CERT that we provide monthly training and track all of the above hours. We test and maintain equipment for deployment. We provide planning assistance for any and all events that we are invited to assist. We join or host many outreach events to promote community preparedness. We host and attend quarterly LEPC meetings and trainings.RAVE messaging.

Milestones* We have many outreach events scheduled this year, several have been completed.
Update and develop new recovery plan.
Provide misc trainings for stakeholders, jurisdictions, and the public.
Utilize IPAWS for public information and warning.
Utilize Bridge4PS Pro.

Performance Measures

Percent of capability-building EMPG Program-funded projects that align to capability gaps 100

identified by states, territories, and urban areas in their SPR submissions.*

Percent of EMPG Program dollars spent on capability-building projects that align to capability gaps identified by states, territories, and urban areas in their SPR submissions.* 100

Percent of capability-building EMPG Program-funded projects that address a core capability that has one or more targets rated as high priority. * 100

Percent of funding allocated to build or sustain capabilities in EMPG Program national priority areas and RA agreed-upon priority areas. * 100

Percent of Planning, Training and/or Exercise related projects that align with closing capability gaps identified and documented in the state/territory's most recent THIRA/SPR submission, Mitigation Plan, After Action Reports, Audits./Monitoring Findings, or other Deliberate Plans. * 100

Staffing Pattern

Position	Chris Kelley	Director	04/06/2023
	Name	Title	Hire Date
Position	Jacob Waller	Deputy Director	06/05/2023
	Name	Title	Hire Date
Position	Della Luster	Administrative Coordinator	01/11/2016
	Name	Title	Hire Date
Position			
	Name	Title	Hire Date
Position			
	Name	Title	Hire Date

Position

Name	Title	Hire Date
------	-------	-----------

Position

Name	Title	Hire Date
------	-------	-----------

Position

Name	Title	Hire Date
------	-------	-----------

Baseline Requirement #1- Emergency Operations Center (EOC)

EOC Location*	Boone County ECC			
EOC Street Address:*	2145 County Drive	Columbia	MO	65202
	Street Address	City	State	Zip Code
EOC Phone Number*	573-554-7900	573-356-1677		
	Primary EOC Number	EOC Alternate Phone Number		
EOC Contact Person*	Jacob Waller			
	Name			
Contact Person Address*	2145 County Drive	Columbia	MO	65202
	Street	City	State	Zip Code

Baseline Requirement #2- Local Emergency Operations Plan (LEOP)

I understand as a minimum requirement my awarded agency must update/review our LEOP every 2 years and maintain SEMA verification documents with identified changes.*

Yes

Date of Last LEOP update/review?*

03/01/2022

Have you provided your State Emergency Management Agency (SEMA) Area Coordinator with your agency's LEOP? *

Yes

Baseline Requirement #3- National Incident Management System (NIMS)

1. Has the jurisdiction formally adopted the

Yes

National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?*

2. Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program?* Yes

3. Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?* Yes

4. Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?* Yes

5. Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?* Yes

6. Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?* Yes

Baseline Requirement #4- Training Requirements

1. Have all EMPG funded personnel completed the minimum required FEMA trainings?* Yes
IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242, IS 244, IS 700, IS 800.
Required completion within 12 months of hire.

2. Have all EMPG funded personnel completed the additional required FEMA trainings?* No
G191, IS2200 and IS/K2300.
Required completion within 24 months of hire.

If answered 'No' on either training requirements questions, provide your plan to achieve training compliance in the section below.

Outline plan to meet training requirements. Deputy Director completed IS2200. Has G191 Scheduled for Aug 23 in Perryville and K2300 scheduled for Aug 16-18 here to complete all required training.

Baseline #5- Exercise Requirements

The Severe Weather Drill and the Great Shake Out Drill will no longer be considered allowable EMPG exercises for this requirement.

1. I understand all EMPG funded personnel must participate in no less than two (2) exercises per calendar year with one exercise being Operations based.* Yes

Baseline Requirement #6- Integrated Preparedness Planning Workshop (IPPW)

I understand that all EMPG sub-recipients are required to conduct or participate in an annual Integrated Preparedness Planning Workshop (IPPW).* Yes
At a minimum EMPG sub-recipients should maintain a local IPP that addresses the jurisdiction's compliance with EMPG training and exercise requirements.

Baseline Requirement #7- WebEOC

I understand that my awarded agency will be required to utilize WebEOC during incidents, events and related WebEOC trainings.* Yes

Baseline Requirement #8- THIRA

Threat and Hazard Identification and Risk Assessments (THIRA)

I understand that all EMPG sub-recipients are required to participate in the development or maintenance of state or regional THIRA at a minimum of at least once every three (3) years.* Yes
Participation in THIRA development may include serving as a member of regional working groups, interacting with state or regional THIRA planners, and/or answering THIRA data call queries.

This Form Completed By:

* Della Admin Coord 573-554-7907
 Name Title Phone

* dluster@boonecountymmo.org 06/22/2023
 E-mail Date Completed

Capitalization Level

Enter your agency's capitalization level. This is the dollar amount which qualifying expenditures are recorded as fixed assets for your City/County.

Capitalization Level:* \$1,000.00

Personnel

Line Item Code:	Name:	Position Title:	Position Status:	Employment Status:	Total Annual Salary:	% of Grant Funded Time:	Total Salary Cost:	Federal Amount:	Match Portion Provided:
1001	Chris Kelley	Director	Existing	Full Time	\$93,000.00	100.0	\$93,000.00	\$46,500.00	\$46,500.00
1002	Jacob Waller	Deputy Director	Existing	Full Time	\$77,000.00	100.0	\$77,000.00	\$38,500.00	\$38,500.00
1003	Della Luster	Administrative Coordinator	Existing	Full Time	\$50,000.00	100.0	\$50,000.00	\$25,000.00	\$25,000.00
								\$110,000.00	\$110,000.00

Personnel Justification

For each position, provide narrative justification.

If you request a new position or an increase for a current position, please explain why it is being requested. How has the agency paid for this expense in the past?

EMD-Plans, organizes, and directs the operations of the OEM program with local government, coordinates the OEM program with other programs of the county, supervises all personnel assigned to the program, meets with local, State, and FEMA officials to coordinate the OEM program.

Deputy Director-Assists the EMD in carrying out assigned duties.

Admin Coordinator-Maintains calendars and appointments, maintains records for OEM functions, prepares and monitors all grant documents, accounts payables for OEM, and coordinates and monitors siren maintenance.

Personnel Benefits

Line Item Code:	Name:	Indicate the % of total benefits:	Total Benefits:	Federal Portion:	Match Portion Provided:
2001	Chris Kelley	22.6	\$21,020.00	\$10,510.00	\$10,510.00
2002	Jacob Waller	23.71	\$18,256.00	\$8,993.00	\$9,263.00
2003	Della Luster	25.45	\$12,726.00	\$6,363.00	\$6,363.00
				\$25,866.00	\$26,136.00

Personnel Benefits Justification

If personnel benefits are included in the budget, provide percentage breakdown by position for each fringe benefit.

This includes FICA, health, dental, and life insurance, retirement match, and worker's compensation.

5000 Character Limit

Emergency Operation Center Supplies & Operating Expenses

Line Item Code:	Supply/Operation Type:	Item Name:	Quantity:	Unit Cost:	Total Supply and Operation Cost:	Federal Portion:	Match Portion Provided:
11001	Contractual (Services, Maintenance, Etc.)	Siren Maintenance	1.0	\$75,000.00	\$75,000.00	\$37,500.00	\$37,500.00
						\$37,500.00	\$37,500.00

Emergency Operations Center Supplies & Operating Expenses Justification

If supplies or operating expenses are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

Siren maintenance paid monthly to ensure our outdoor warning sirens function properly.

Increase due to ending warranties in 2024 on sirens.

Emergency Operation Center Office Equipment

Line Item Code:	Item Name:	AEL Category:	Qty:	Unit Cost:	Total Office Equipment Costs:	Federal Portion:	Match Portion Provided:
						\$0.00	\$0.00

Emergency Operations Center Office Equipment Justification

If equipment is included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

5000 Character Limit

Travel

Line Item Code:	Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Federal Portion:	Match Portion Provided:
					\$0.00	\$0.00

Travel Justification

If travel is included in the budget, provide justification for each expense. Explain why it is necessary to the success of the proposed project. Include: schedule of travel, duration, location and frequency.

For conferences, identify the location, date(s), and attendee(s) of the conference.

5000 Character Limit

Total Budget

Personnel	\$110,000.00	\$110,000.00	\$220,000.00
	Federal	Match	Total
Benefits	\$25,866.00	\$26,136.00	\$52,002.00

	Federal	Match	Total
Supplies	\$37,500.00	\$37,500.00	\$75,000.00
	Federal	Match	Total
Office Equip	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Travel	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Total	\$173,366.00	\$173,636.00	\$347,002.00
	Federal	Match	Total

Certification of Local Match

Type of Match:	Source Name	Match Amount
Hard	County of Boone	\$173,366.00
		\$173,366.00

Supplanting

I, as my agency's Authorized Official certify that any funds awarded through the Emergency Management Performance Grant (EMPG) shall be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purposes and goals of the grant.

Select box to certify understanding:* Yes

Authorized Official Title:* Boone County Commissioner

Authorized Official Name:* Kip Kendrick

Authorized Official Phone #:* 573-886-4307

Authorized Official Email:* kkendrick@boonecountymo.org

Date Certified:* 06/22/2023

Audit Details

Date last audit completed: MM/DD/YYYY* 08/08/2022

Dates covered by last audit: MM/DD/YYYY-MM/DD/YYYY* 01/01/2021 - 12/31/2021

Last audit performed by:* Rubin Brown LLP

Phone number of auditor* 314-290-3300

Date of next audit: 06/30/2023
MM/DD/YYYY*

Dates to be covered by next audit: 01/01/2022 - 12/31/2022
MM/DD/YYYY- MM/DD/YYYY*

Next audit will be performed by:* Rubin Brown LLP

Audit Certification

We have exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year. We will have our Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.

Threshold Exceeded?* Yes

Certified By:

*	Della	Luster	Admin Coordinator
	First Name	Last Name	Title
*	2145 County Drive		
	Address		
*	Columbia	Missouri	65202
	City	State	Zip Code
*	573-554-7907	dluster@boonecountymo.org	06/22/2023
	Telephone	Ext. Cell Phone	E-mail Address Date

Certified Application Assurance

To the best of my knowledge and belief, all data in this application is correct and the document has been duly authorized by the governing body of the agency. As the applicant agency, we attest to and will comply with the requirements of the 2021 Emergency Management Performance Grant.

I have read and am familiar with the following documents:

2021 EMPG Program Manual
 2021 EMPG Notice of Funding Opportunity

I have provided copies of these documents to the Authorized Official and Project Director.

Your typed name as the applicant represents your acceptance of the requirements of this application.

Name:* Della Luster
Job Title:* Administrative Coordinator
Date:* 06/22/2023

Required Attachments

Attachment	Description	File Name	Type	File Size
NIMS Ordinance or Resolution	NIMS Commission Order	NIMS Commission Order.pdf	pdf	267 KB
Audit	2021 Audit	2021_OMB_Circular_A-133 (1).pdf	pdf	198 KB
Inventory	2023 Inventory	Inventory 2022.xls	xls	49 KB
Employment Contract				
Benefit Rate Sheets	Benefit Rate Sheet	2023 Benefit Letter for Grant Reimb.pdf	pdf	82 KB

Other Attachments

File Name	Description	File Size
2023 MAC Trust Rates.pdf (165 KB)	MAC Trust Rates	165 KB
2023 Wage Calcs.xlsx (14 KB)	Wage calculations	14 KB
2023 WC Budget Rates.pdf (58 KB)	Adjusted Work Comp Rates	58 KB
Blue Valley PO 2023-00003.pdf (977 KB)	2023 Siren maintenance PO. Increase due to siren warranties expiring in 2024	977 KB

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 2023

In the County Commission of said county, on the 27th 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 Emergency Management Director Letter of Appointment and authorizes the Presiding Commissioner to sign the same.

Done this 27th 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



**Emergency Management Director
Letter of Appointment**

Please be advised that we have appointed a new Emergency Management Director with the effective date of **April 6th, 2023**.

New EMD Contact Information

Mr. Christopher Kelley ; Ms. _____

SEMA has my permission to release my email address to other state/federal agencies:

YES NO.

SEMA has my permission to release my cellular phone number to other state/federal agencies:

YES NO.

Address: 2145 County Drive

Email Address: ckelley@boonecountymmo.org

Columbia, MO 65202

Business Phone: 573-554-7900

Home Phone: _____

Pager/Mobile Phone: 573-268-6707

Fax Number: 573-442-3828

Location Information

CITY

City Name: _____

County the City is located: _____

OR

Regional Coordinator (RC): Elizabeth Thompson

COUNTY: Boone ;

Signature of (RC): _____

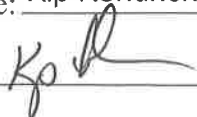
Elected Official Information

(Presiding Commissioner, Mayor, Chairman, Other)

Title: Presiding Commissioner

Address: 801 E. Walnut

Printed Name: Kip Kendrick

Signature: 

Columbia, MO 65202

Return the completed form to the Regional Coordinator listed above.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the 27th 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 Award of Contract C000642 from RFB 09-23MAY23 for the Boone County Jail Chiller Replacement project for the Boone County Facilities Maintenance Department and the Boone County Sheriff's Office to Environmental Engineering, Inc. of Jefferson City, Missouri.

Done this 27th 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

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: May 23, 2023
RE: Bids List for RFB 09-23MAY23 -- Boone County Jail Chiller
Replacement -- Boone County Facilities Maintenance Department and the
Boone County Sheriff's Office

The formal bid opening for RFB 09-23MAY23 for the Boone County Jail Chiller Replacement for the Boone County Facilities Maintenance Department and the Boone County Sheriff's Office was conducted shortly after 11:00 A.M. on May 23, 2023. The County received the following four bids:

- (1) Harold G Butzer, Inc. of Jefferson City, Missouri – total bid price is \$298,400.00;
- (2) Integrated Facilities Services, Inc. of Columbia, Missouri – total bid price is \$288,000.00;
- (3) Environmental Engineering, Inc. of Jefferson City, Missouri– total bid price is \$281,580.00; and
- (4) United Mechanical Services of Jefferson City, Missouri – total bid price is \$299,650.00.

The Bid Tabulation is attached.

/lp

Attachment: Bid Tabulation

c: RFB File

RFB 09-23MAY23 - Boone County Jail Chiller Replacement					
Bid Tabulation	Bidder 1: Harold G. Butzer	Bidder 2: Integrated Facility Services	Bidder 3: Environmental Engineering, Inc.	Bidder 4: United Mechanical Services	
Total Price	\$ 298,400.00	\$ 288,000.00	\$ 281,580.00	\$ 299,650.00	

CONTRACT AGREEMENT

THIS AGREEMENT, County Contract # **C000642** awarded from **RFB 09-23MAY23**, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the "Owner"), and **Environmental Engineering, Inc.** (hereinafter referred to as the "Contractor").

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid, including e-mail clarification dated June 2, 2022 from Larry Moreau sent on behalf of the Contractor, and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

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

BID NUMBER 09-23MAY23 – BOONE COUNTY JAIL CHILLER REPLACEMENT

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

<u>Description</u>	<u>Price</u>
09-23MAY23 – Boone County Jail Chiller Replacement Total	\$281,581.00
GRAND TOTAL	\$281,581.00

The contract award for Boone County's **Boone County Jail Chiller Replacement Project** is to be in the amount of **Two Hundred Eighty-One Thousand, Five Hundred Eighty-One Dollars, and Zero Cents.**

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

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

State Wage Rates-Annual Wage Order #29
Project Plans and/or Details (Appendix A): Division 23 – HVAC Specifications:

230523.12 Ball Valves for HVA Piping	58-59
230529 Hangars and Supports for HVAC Piping & Equipment	60-66
230719 HVAC Piping Insulation	67-81
236423.13 Air-Cooled, Scroll Water Chillers	82-88

Notice to Proceed

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

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount: **\$281,581.00**

Two Hundred Eighty-One Thousand, Five Hundred and Eighty-One Dollars and No (Zero) Cents.

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

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

ENVIRONMENTAL ENGINEERING, INC.

BOONE COUNTY, MISSOURI

by DocuSigned by: Bryan Pemberton EFEC7E0A570944E...
title Vice President

by: Boone County

DocuSigned by: [Signature] 57400BED96434D4...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

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

DocuSigned by: [Signature] 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

6200/60200: \$281,581.00

DocuSigned by: [Signature] 8E8FE1148A274E1... 6/15/2023
Signature Date Appropriation Account

290-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 2023

In the County Commission of said county, on the 27th 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 Budget Revision for Department 2711 for consulting fees.

Done this 27th 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

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

6/21/23

EFFECTIVE DATE

FOR AUDITORS USE

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2701	10100	BOCO Joint Comm 911 Ops	Salaries and Wages	250,000	
2711	71100	BOCO Joint Comm Admin	Outsource Services		250,000
				<u>250,000</u>	<u>250,000</u>

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

Budget amendment to cover the cost of consulting services to assist in the leadership transition at Joint Communications with vendor Mission Critical Partners, LLC.

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

Auditor's Office
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments: 2711 cover Class 7

Agenda

[Signature]
Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

Fund Statement - 911/Emergency Management Sales Tax 270 (Major Fund)

	2021 Actual	2022 Budget	2022 Estimated	2023 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	12,598,746	12,160,000	13,481,000	13,750,000
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	174,500	155,730	172,923	146,848
Charges for Services	298	750	100	350
Fines and Forfeitures	-	-	-	-
Interest	(222,409)	340,000	245,741	245,000
Hospital Lease	-	-	-	-
Other	12,416	18,250	50,182	17,250
Total Revenues	12,563,551	12,674,730	13,949,946	14,159,448
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	4,862	-
Total Other Financing Sources	-	-	4,862	-
Fund Balance Used for Operations	-	3,718,712	-	15,515,164
TOTAL FINANCIAL SOURCES	\$ 12,563,551	16,393,442	13,954,808	29,674,612
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 4,049,004	6,130,635	4,157,071	6,468,331
Materials & Supplies	205,646	289,694	260,207	645,177
Dues Travel & Training	84,092	171,230	114,284	272,161
Utilities	389,069	464,361	418,165	509,970
Vehicle Expense	10,028	22,033	16,835	28,340
Equip & Bldg Maintenance	328,661	434,868	402,945	597,955
Contractual Services	863,893	1,237,470	1,130,003	2,016,527
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	100,000	-	100,000
Other	602,370	1,408,651	827,480	7,604,391
Fixed Asset Additions	1,055,949	5,266,538	3,245,791	10,561,948
Total Expenditures	7,588,712	15,525,480	10,572,781	28,804,800
Other Financing Uses				
Transfer Out to other funds	872,737	867,962	867,962	869,812
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	872,737	867,962	867,962	869,812
TOTAL FINANCIAL USES	\$ 8,461,449	16,393,442	11,440,743	29,674,612
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 26,539,188	30,257,409	30,257,409	31,952,220
Less encumbrances, beginning of year	(1,203,135)	(819,254)	(819,254)	-
Add encumbrances, end of year	819,254	-	-	-
Fund Balance Increase (Decrease) resulting from operations	4,102,102	(3,718,712)	2,514,065	(15,515,164)
FUND BALANCE (GAAP), end of year	30,257,409	25,719,443	31,952,220	16,437,056
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION , end of year	(10,300,000)	(10,300,000)	(10,300,000)	(10,300,000)
NET FUND BALANCE, end of year	\$ 19,957,409	15,419,443	21,652,220	6,137,056
Net Fund Balance as a percent of expenditures	262.99%	99.32%	204.79%	21.31%

Year, <u>2022</u>	Original Appropriation	<u>4,241,147.00</u>
Dept, <u>2701 BOCO JOINT COMM 911 OPERATIONS</u>	Revisions	<u>52,883.00</u>
Acct, <u>10000 PERSONAL SERVICES</u>	Original + Revisions	<u>4,294,030.00</u>
Fund <u>270 911/EM SALES TAX FUND</u>	Expenditures	<u>2,338,155.48</u>
	Encumbrances	<u> </u>
Class/Account, <u>C CLASS</u>	Actual To Date	<u>2,338,155.48</u>
Account, Type, <u>E EXPENSE</u>	Remaining Balance	<u>1,955,874.52</u>
Normal Balance, <u>D DEBIT</u>	Shadow Balance	<u>1,955,874.52</u>

Expenditures, by Period

January	<u>101,740.33</u>	July	<u>181,909.68</u>
February	<u>192,980.92</u>	August	<u>171,051.19</u>
March	<u>171,400.29</u>	September	<u>273,110.22</u>
April	<u>224,065.77</u>	October	<u>173,976.15</u>
May	<u>170,212.84</u>	November	<u>173,726.71</u>
June	<u>177,839.52</u>	December	<u>326,141.86</u>

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

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 6/11/23 09:23:45

Year, <u>2021</u>	Original Appropriation	<u>3,422,924.00</u>
Dept, <u>2701 BOCO JOINT COMM 911 OPERATIONS</u>	Revisions	<u> </u>
Acct, <u>10000 PERSONAL SERVICES</u>	Original + Revisions	<u>3,422,924.00</u>
Fund, <u>270 911/EM SALES TAX FUND</u>	Expenditures	<u>2,483,527.86</u>
	Encumbrances	<u> </u>
Class/Account, <u>C CLASS</u>	Actual To Date	<u>2,483,527.86</u>
Account, Type, <u>E EXPENSE</u>	Remaining Balance	<u>939,396.14</u>
Normal Balance, <u>D DEBIT</u>	Shadow Balance	<u>939,396.14</u>

Expenditures, by, Period

January	<u>132,487.66</u>	July	<u>199,509.94</u>
February	<u>202,027.04</u>	August	<u>194,289.52</u>
March	<u>187,747.16</u>	September	<u>203,937.47</u>
April	<u>267,738.53</u>	October	<u>276,294.66</u>
May	<u>189,490.12</u>	November	<u>183,413.46</u>
June	<u>200,603.19</u>	December	<u>245,989.11</u>

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

291-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 2023


In the County Commission of said county, on the 27th day of June 20 23

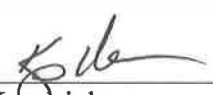
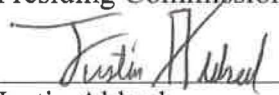

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Budget Revision for Department 1121 to cover hiring costs over FHR.

Done this 27th 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, MISSOURI REQUEST FOR BUDGET REVISION

6/21/23

EFFECTIVE DATE

FOR AUDITORS USE

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

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1170	10100	GF IT Administration	Salaries & Wages	5,900	
1170	10200	GF IT Administration	FICA	500	
1170	10325	GF IT Administration	Diability Insurance	25	
1170	10510	GF IT Administration	CERF-Employer PD Contribution	150	
1121	10100	County Commission	Salaries & Wages		5,900
1121	10200	County Commission	FICA		500
1121	10325	County Commission	Diability Insurance		25
1121	10510	County Commission	CERF-Employer PD Contribution		150
				6,575	6,575

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

Move appropriations from 1170 for returned director salary increase pool to Commission to cover hire above FHR request

COVER HIRE OVER FHR 1121

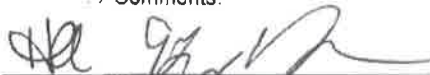
Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO
If not, please explain (use an attachment if necessary):

Commission _____
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda



Auditor's Office



PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER



DISTRICT II COMMISSIONER

Hire Above FHR Analysis for postion 535-1121 Senoir Admin Assistant

Prior Incumbent	Request	Difference	Hours Remaining in YR	Acct	Description	Amt	Rounded
\$ 17.80	\$ 23.00	\$ 5.20	1120	10100	Salaries & Wages	\$ 5,824.00	\$ 5,900.00
				10200	FICA	445.536	\$ 500.00
				10325	Disability	20.9664	\$ 25.00
				10510	CERF	116.48	\$ 150.00
						\$ 6,406.98	\$ 6,575.00

COPY

CERTIFIED COPY OF ORDER

2023-2023

STATE OF MISSOURI

} ca.

June Session of the April Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the 15th 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 535, Commission, and does hereby authorize an hourly rate of \$23.00 for the salary of said position.

Done this 15th 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

COPY

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 Stephanie Buhse Department Commission - 1121

Position Title Senior Administrative Assistant Position No. 535

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: \$23.00 % of Mid-Point 109.8%

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)

Candidate has 9 years of relevant experience, in addition to 15 years experience working in the public sector.

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:

Candidate brings significant relevant experience to the position.

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

Only one position exists in the department, but the position exists in the County Counselor's Office and the County Clerk's Office, with both employees employed less than 2 years. This candidate would be higher on the range than the current employees.

Additional comments:

Pay inequity will be taken into consideration during the County's Pay Plan Restructuring Project slated to begin soon.

Administrative Authority's Signature: Pending Commission Approval Date: _____

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 attached to follow.

Auditor's Signature: Kyle Korman by HA Date: 6-15-23

Human Resource Director's Recommendations:

Approve. Pay inequity exists but will need to be addressed during pay plan study.

Human Resource Director's Signature: Angela Wehmeyer Date: 06/14/2023

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 6/15/23

District I Commissioner's Signature: [Signature] Date: 6/15/23

District II Commissioner's Signature: [Signature] Date: 6/15/23

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 203

In the County Commission of said county, on the 27th 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 Budget Amendment for Department 6220 to cover class 6.

Done this 27th 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

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

6/1/2023

EFFECTIVE DATE

FOR AUDITORS USE

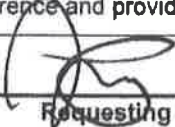
(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
6220	60200	Capital R&R Family Health Ctr	Equipment Maintenance		56,000
		Replace Unit 10 - \$21,641			
		Replace Unit 8 - \$34,961			
		total: \$56,602			
				-	56,000

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

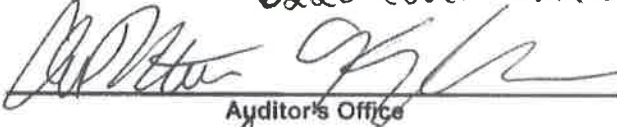
There have been complaints regarding heating/cooling the Sanford Klmpton Building for many years, with the issue escalating when Compass moved dental procedures into small office spaces. These areas are often very warm due to the amount of equipment kept in small rooms. The HVAC has not been able to keep up with the demands. Most of these units are now 20 years old. The life expectancy for most HVAC equipment is 15 years. Facilities had Harold G Butzer do an indepth look a the current HVAC equipment in the building. There are two units that need extensive repairs. Given the age of the units, it would be more cost effective to the County to proceed with replacing two of the units. Facilities will then assess that remaining units and put them on a relacement schedule for upcoming budget cycles. There is \$6,881 in the captial repair fund set up for this building. The total cost of replacing the units is \$56,602. We are asking for \$56,000, with the existing funds in the account to cover the difference and provide contingency for any unforeseen issues with the install of the units.


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

A fund-solvency schedule is attached.
Comments: 6220 Cover Class 6

Agenda
 Auditor


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing



HAROLD G. BUTZER, INC.
MECHANICAL CONTRACTOR AND ENGINEERS
"Dependable Service Since 1926"

PROPOSAL

NO. 11.23-0406

721 WICKER LANE - JEFFERSON CITY, MISSOURI 65109 - TELEPHONE 573-636-4115-FAX 573-636-7944

Fred Wehemeyer
 1001 W Worley St Columbia Mo 65203
 Compass Health
jmoore@boonecountymmo.org
fwehmeyer@boonecountymmo.org

DATE: 5.31.2023
 JOB: RTU #10 Replacment

PURCHASE ORDER NO. _____

We propose to provide labor and materials to perform mechanical work as follows:

Remove and replace like for like rooftop unit. Start unit up and verify old controls work with new system. If system doesn't communicate quote for new controls on system.
 Unit is 27 weeks out on delivery.

Labor.....	34 Hrs	\$90.00 Hr	\$3,060.00
Material Description	Rooftop unit		
Material		10% Mark Up	\$15,400.00
Equipment Rental		5% mark up	\$105.00
Crane		5% mark up	\$2,425.50
Trip	3 Total	\$90.00 Per	\$150.00
Misc		Flat Rate	\$500.00
Freight			\$0.00
Work will be done for the sum of			\$21,641.00

Exclusions; Overtime, Shift Pay, Holiday Pay, Repairs or Parts not Listed Above, Temporary Heat or Cooling

SALES/USE TAX, IF APPLICABLE WILL BE ADDED TO THE ABOVE UNLESS A SIGNED COPY OF EXEMPTION CERTIFICATE IS PROVIDED BY PURCHASER

HAROLD G. BUTZER, INC.		THIS PROPOSAL IS ACCEPTED AND HAROLD G. BUTZER, INC. IS ORDERED TO PROCEED WITH THE WORK BY TITLE DATE	IMPORTANT NOTICE! THE ATTACHED STANDARD TERMS AND CONDITIONS AND MISSOURI NOTICE TO OWNERS APPLY TO THIS PROPOSAL
BY	Arron Wright		
TITLE	Mechanical Services Service Technician		
DATE	5.31.2023		

STANDARD TERMS AND CONDITIONS

PAYMENT TERMS: By the tenth day of each month, Purchaser shall pay for all equipment and materials placed on job site, all installation and supervision labor, all services performed by others during the preceding month including allowances for overhead and profit as shown by our written

supervision labor, all services performed by others during the preceding month including allowances for overhead and profit as shown by our written estimate or by the architect's or engineer's written estimate. Purchaser agrees to pay a service charge of 1.50 percent per month on the principal amounts outstanding for more than 30 days. If default is made in the payment of any of the monthly estimates or the accumulated reserve and if the account is placed in the hands of an attorney for collection, Purchaser will pay a reasonable attorney's fee and all costs of collection.

CHANGE ORDERS: If the Purchaser orders that work other than that agreed on above be performed, the payment therefore shall be based on cost plus an allowance for overhead of 15% of cost plus an allowance for profit of 10% of cost and overhead. The cost shall include the cost of installation and supervision labor (including wages, fringe benefits, payroll insurances and taxes), the cost of materials (including taxes and transportation charges), the rental charges for power tools whether or not owned by the Company and the cost of work subcontracted to or performed by others, if the Purchaser orders that deductions be made in work agreed on above, the credits for same shall be based on cost. It is contemplated that installation or supervision labor and services agreed on are to be performed during regular working hours on regular working days. If the purchaser requests that labor or services be performed outside of such regular working hours, any overtime or other additional expenses occasioned thereby shall be billed to and paid by the Purchaser as set out above.

DAMAGES OR BACKCHARGES: The Purchaser shall advise the Company of any damages or back charges within thirty days of such damages or back charges. Failure on the part of the Purchaser to render an itemized account shall relieve the company of any responsibility for payment thereof.

HAZARDOUS MATERIALS: Purchaser agrees to remove or render harmless any hazardous materials present at the work site whether pre-existing or discovered during construction, to issue change order(s) to the Company for added costs associated with the discovery, removal, or remediation of the hazardous materials and to extend the duration of the project to include time required for abatement thereof.

WARRANTY: Work described above is warranted for a period of 1 year following date of substantial completion. Warranty excludes abuse, modifications executed by others, improper maintenance or operation or normal wear and tear.

DURATION OF PROPOSAL: Proposals do not continue beyond thirty days and all proposals are subject to change or withdrawal at any time by the Company without notice.

"FORCE MAJEURE. If either party to this Contract is delayed, hindered and/or prevented from the performance of any act required under this Contract by reason of strikes, lock-outs, labor troubles, inability or delay in procuring standard or fabricated materials, failure of power, restrictive governmental laws, regulations, or orders, or governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations, which is not the result of the action or inaction of the party claiming such delay), riots, civil unrest or insurrection, war, fire, earthquake, flood or any other natural disaster, unusual and unforeseeable delay which results from any interruption of any public utilities (e.g., electricity, gas water, telephone), severe or unusual weather, or other unusual and unforeseeable delay not within the reasonable control of the party delayed in performing work or doing acts required under the provisions of this Contract, then performance of such act will be excused for the period of the delay and the period for the performance any such act will be extended for a period equivalent to the period of such delay. The provisions of this paragraph will not operate to excuse either party from continuing with performance of those portions of the Contract that are unaffected by any of the foregoing conditions."

ENTIRE AGREEMENT: This proposal, when accepted, represents the entire agreement between the parties and supersedes prior written oral agreements.

CANCELLATION: If, following acceptance of proposal by Buyer, all or any portion of the resulting order is canceled by Buyer without default on the part of Seller or without Seller's written consent, Buyer shall be liable to Seller for cancellation charges including but not limited to Seller's incurred costs and such profit as would have been realized by Seller from the transaction had the agreement not been breached by Buyer.

MISSOURI NOTICE TO OWNERS

NOTICE TO OWNER – FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE. 4/2705



HAROLD G. BUTZER, INC.

MECHANICAL CONTRACTOR AND ENGINEERS

"Dependable Service Since 1926"

PROPOSAL

NO. 11.23-0405

721 WICKER LANE - JEFFERSON CITY, MISSOURI 65109 - TELEPHONE 573-636-4115-FAX 573-636-7944

Fred Wehmeyer
1001 W Worley St Columbia mo 65203
Compass Health
Jmoore@boonecountymo.org
Fwehmeyer@boonecountymo.org

DATE: 5.31.2023

JOB: RTU #8 Replacement

PURCHASE ORDER NO. _____

We propose to provide labor and materials to perform mechanical work as follows;

Replace like for like rooftop unit that is cooling only. Hook up to existing controls and verify that system will work with controls. If not quote to replace controls that will work with the system.

Labor.....	34 Hrs	\$90.00 Hr	\$3,060.00
Material Description	Rtu #8		
Material	10% Mark Up		\$28,600.00
Equipment Rental	5% mark up		\$105.00
Crane	5% mark up		\$2,425.50
Trip	3 Total	\$90.00 Per	\$270.00
Misc		Flat Rate	\$500.00
Freight			\$0.00

Work will be done for the sum of **\$34,961.00**

Exclusions; Overtime, Shift Pay, Holiday Pay, Repairs or Parts not Listed Above, Temporary Heat or Cooling

SALES/USE TAX IF APPLICABLE WILL BE ADDED TO THE ABOVE UNLESS A SIGNED COPY OF EXEMPTION CERTIFICATE IS PROVIDED BY PURCHASER

HAROLD G. BUTZER, INC.		THIS PROPOSAL IS ACCEPTED AND HAROLD G. BUTZER, INC. IS ORDERED TO PROCEED WITH THE WORK BY TITLE DATE	IMPORTANT NOTICE! THE ATTACHED STANDARD TERMS AND CONDITIONS AND MISSOURI NOTICE TO OWNERS APPLY TO THIS PROPOSAL
BY	Arron Wright		
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FAMILY HEALTH CENTER LEASE

Major Building Components – Cost Analysis for Section VII of Lease Landlord's Obligation to Repair per Section VII of Lease

(Note – If not listed here, the component is Tenant's responsibility to repair/replace under terms of Lease, including any future tenant-installed power generation equipment)

- 1) HVAC – Roof Top Units
 - a) Units 7, 8, 9, 10 & 11 all serve Family Health Center (Unit #2)
 - b) All new units in 2003
 - c) Estimated life: 12-15 years; 13.5 average life
 - d) Estimated replacement cost: \$14,000 each, or \$70,000 total
 - e) Calculation for Lease Purposes: $\$70,000 * 15/13.5 = \$77,777.00 / 15 = \$5,185.19 / \text{year}$

- 2) Other HVAC components by Roof Top Unit
 - a) Roof Top Unit #7:
 - i) 8 Zone Dampeners
 - (1) New in 2003
 - (2) Estimated life: 50 years
 - (3) Estimated replacement cost: \$5,000.00 est.
 - (4) Calculation for Lease Purposes: $\$5,000 * 15/50 = \$1,500.00/15 = \$100.00/\text{year}$
 - b) Roof Top Unit #8:
 - i) 4 Fan Terminal Units
 - (1) New in 2003
 - (2) Estimated Life: 50 years
 - (3) Estimated replacement cost: \$5,000.00 est.
 - (4) Calculation for Lease Purposes: $\$5,000 * 15/50 = \$1,500.00/15 = \$100.00/\text{year}$
 - c) Roof Top Unit #9:
 - i) 1 Fan Terminal Unit
 - (1) New in 2003
 - (2) Estimated life: 50 years
 - (3) Estimated replacement cost: \$5,000.00 est.
 - (4) Calculation for Lease Purposes: $\$5,000 * 15/50 = \$1,500.00/15 = \$100.00/\text{year}$
 - ii) 4 Variable Air Volume
 - (1) New in 2003
 - (2) Estimated life: 50 years
 - (3) Estimated replacement cost: \$5,000.00 est.
 - (4) Calculation for Lease Purposes: $\$5,000 * 15/50 = \$1,500.00/15 = \$100.00/\text{year}$
 - d) Roof Top Unit #10:
 - i) Only diffusers
 - ii) All new in 2003

Replaced
in 2014
11,869

- iii) Estimated useful life: well in excess of 15 years
 - iv) Calculation for Lease Purposes: \$0
 - c) Roof Top Unit #11:
 - i) Only diffusers
 - ii) All new in 2003
 - iii) Estimated useful life: well in excess of 15 years
 - iv) Calculation for Lease Purposes: \$0
- 3) Natural Gas Line serving roof top units
 - a) Supplies natural gas to all roof top units serving Family Health Center
 - b) New in 2003
 - c) Estimated life: well in excess of 15 years
 - d) Estimated replacement cost: \$0 during lease
 - e) Calculation for Lease Purposes: \$0
- 4) Sewer Service Line from north edge of building to clean out
 - a) From the clean out back to the building – Tenant's responsibility
 - b) From the clean out to the City main – Landlord's responsibility
 - c) Assuming no line collapse – estimated clean out costs \$500 every 5 years
 - d) Estimated repair costs: \$500 / 5 years or \$1,500 over term of lease
 - e) Calculation for Lease Purposes: $\$1,500 * 15 / 15 = \$1,500 / 15 = \$100.00 / \text{year}$
- 5) Exterior Water Line
 - a) Supplies water to building
 - b) Assuming no major earth movement, estimated life well in excess of 15 years
 - c) Estimated replacement cost: \$0 during lease
 - d) Calculation for Lease Purposes: \$0
- 6) Exterior Electrical Service
 - a) As a practical matter, there is no exterior electrical. Meter on north side of building runs direction through conduit on other side of wall
 - b) No estimated repair costs from meter to electrical service (approximately 3 feet distance of wire)
 - c) Calculation for Lease Purposes: \$0

(TOTAL ESTIMATED ANNUAL CALCULATION FOR LEASE PURPOSES:
\$5,685.19/year)

Fund Statement - Capital R & R Family Health Ctr Fund 622 (Internal Service Fund)

	2021 Actual	2022 Budget	2022 Estimated	2023 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	(835)	1,180	880	1,180
Hospital Lease	-	-	-	-
Other	7,032	7,031	7,032	7,031
Total Revenues	<u>6,197</u>	<u>8,211</u>	<u>7,912</u>	<u>8,211</u>
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance Used for Operations	-	-	-	-
TOTAL FINANCIAL SOURCES	\$ 6,197	8,211	7,912	8,211
FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	100	-	100
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	2,589	6,981	-	6,981
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	<u>2,589</u>	<u>7,081</u>	<u>-</u>	<u>7,081</u>
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL FINANCIAL USES	\$ 2,589	7,081	-	7,081
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 95,870	99,478	99,478	107,390
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Proprietary adjustment to full accrual	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	3,608	1,130	7,912	1,130
FUND BALANCE (GAAP), end of year	<u>99,478</u>	<u>100,608</u>	<u>107,390</u>	<u>108,520</u>
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION , end of year	-	-	-	-
NET FUND BALANCE, end of year	\$ 99,478	100,608	107,390	108,520
Net Fund Balance as a percent of expenditures	3842.33%	1420.82%	#DIV/0!	1532.55%

Fund Statement - Capital R & R Family Health Ctr Fund 622 (Internal Service Fund)

With Amendments

	2021 Actual	2022 Budget	2022 Estimated	2023 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	(835)	1,180	880	1,180
Hospital Lease	-	-	-	-
Other	7,032	7,031	7,032	7,031
Total Revenues	6,197	8,211	7,912	8,211
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
Total Other Financing Sources	-	-	-	-
Fund Balance Used for Operations	-	-	-	54,870
TOTAL FINANCIAL SOURCES	\$ 6,197	8,211	7,912	63,081
FINANCIAL USES:				
Expenditures				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	100	-	100
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	2,589	6,981	-	62,981
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
Total Expenditures	2,589	7,081	-	63,081
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ 2,589	7,081	-	63,081
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 95,870	99,478	99,478	107,390
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Proprietary adjustment to full accrual	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	3,608	1,130	7,912	(54,870)
FUND BALANCE (GAAP), end of year	99,478	100,608	107,390	52,520
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	-	-	-	-
NET FUND BALANCE, end of year	\$ 99,478	100,608	107,390	52,520
Net Fund Balance as a percent of expenditures	3842.33%	1420.82%	#DIV/0!	83.26%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 2023

In the County Commission of said county, on the 27th 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 Animal Control Agreement between Boone County and the City of Ashland.

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 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

COUNCIL BILL NO. 2023-022

ORDINANCE NO. 1445

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANIMAL
CONTROL ENFORCEMENT COOPERATIVE AGREEMENT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND,
MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an Animal Control Cooperative Agreement with the Boone County Commission. The form and content of the Cooperative Agreement shall be substantially as set forth in Exhibit "A" which, is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this 6 day of June, 2023.



Dorise Slinker, Mayor

Attest:


Darla Sapp, City Clerk

Certified as to correct form:


Todd Smith, City Attorney

Animal Control Enforcement Cooperative Agreement

THIS AGREEMENT is entered into this _____ day of _____, 2023, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein “County”) and the **City of Ashland**, a municipal corporation within the County of Boone, State of Missouri (herein “City”);

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted Chapter 27 of the Code of Ordinances of the City of Ashland, copies are attached hereto and incorporated herein by reference, which are substantially the same as the Boone County Health Regulations, Chapter 2 – Animal Control, and desires to establish a program for inspection and enforcement of its Animal Control Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. The City shall enact and keep in full force the following “Animal Control Codes”:
 - A. Chapter 27 – Animal Control. These ordinances shall be substantially similar to Chapter 2 of the Boone County Health Code, which is subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county animal control ordinances for

services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

B. An ordinance which establishes fines and penalties for violation of the Animal Control Codes and remedies to provide for the enforcement thereof, consistent with fees, fines, penalties and remedies provided for by the County for the same or similar circumstances. These fees, fines, penalties and remedies are subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county fees, fines, penalties and remedies for services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

C. An ordinance which authorizes this agreement and empowers the County through the City of Columbia/Boone County Health Department (hereafter "Department") to administer and enforce the foregoing regulations within City.

2. County agrees to provide animal code enforcement services within City through the Department at the anticipated services levels set out in Exhibit A. County also agrees to notify City in the event it amends Chapter 2 – Animal Control of the Boone County Health Code so as to allow City to amend as appropriate Chapter 27 of its Code of Ordinances so that the operative terms shall remain consistent. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

3. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.

4. For the term of this contract, June 6, 2023, through May 30, 2024, City agrees to pay County a rate of \$46.84 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. However, the total reimbursement shall not exceed \$6,000 unless this contract is amended. The City will be reimbursing for services rendered herein, and paid on a quarterly basis. This is a one-year contract and will not automatically renew. If the parties wish to continue services beyond May 30, 2024, they will enter into a new, written agreement.

5. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

6. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

CITY OF ASHLAND:

By:



Mayor

ATTEST:



City Clerk

Approved as to form:



City Attorney

Exhibit A

Columbia/Boone County Health Department Ashland Animal Control Enforcement Cooperative Agreement Anticipated Level of Service

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Emergency response: Emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.

BOONE COUNTY, MISSOURI:

By:



Kip Kendrick, Presiding Commissioner

ATTEST:




Brianna Lennon, County Clerk

AUDITOR ACKNOWLEDGEMENT
FOR BUDGET PURPOSES:



Kyle Rieman, Boone County Auditor

Approved as to form:



C.J. Dykhouse, County Counselor

2914 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 2023

In the County Commission of said county, on the 27th 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 Agreement for Purchase of Services between the Boone County Community Services Department and Heart of Missouri United Way.

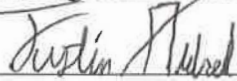
It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.


Done this 27th 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 Community Services Department

Memorandum

TO: Boone County Commission
FROM: Kristin Cummins, Deputy Director
DATE: June 22, 2023
RE: First Reading: Strategic Innovation Opportunity – Heart of Missouri United Way

The Community Services Department requests approval for the 2023 State of Inclusivity Conference: Keynote Speaker Britt Hawthorne with Heart of Missouri United Way. The contract was submitted by Heart of Missouri United Way as a Strategic Innovation Opportunity to the Boone County Children's Services Fund. The contract will pay for a keynote speaker at the 2023 State of Inclusivity Conference organized by the Journey Toward Inclusive Excellence.

The contract will begin upon approval by the Boone County Commission and extend until the final installment is provided to Heart of Missouri United Way. A total of \$12,500.00 will be provided through department number 2161 and account number 71106. The current fund balance is \$433,332.00.

c: Contract File



AGREEMENT FOR PURCHASE OF SERVICES
Strategic Innovation Opportunity
2023 State of Inclusivity Conference: Keynote Speaker Britt Hawthorne

THIS AGREEMENT dated the 27th day of June, 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board, herein "BCCSB" and **Heart of Missouri United Way**, a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as **HMUW**.

WHEREAS, the BCCSB, under the provisions of 67.1775 and 210.861 of the Revised Statutes of Missouri, has the right to expend monies from the Children's Services Fund (CSF) for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in Boone County; and

WHEREAS, the HMUW is acting as the fiscal agent for the Journey Toward Inclusive Excellence (JTIE) committee who is responsible for matters related to the 2023 State of Inclusivity Conference; and

WHEREAS, HMUW and JTIE has submitted a complete Strategic Innovation Opportunity Proposal Application to the BCCSB detailing the services and other supports to be provided along with the expected cost to HMUW and JTIE thereof; and

WHEREAS, the BCCSB has approved the Strategic Innovation Opportunity Proposal in whole or in part as hereinafter set forth.

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

FUNDING ALLOCATION FOR SERVICES RENDERED BY HMUW AND JTIE

HMUW and JTIE are expected to the greatest extent possible to maximize funding from all other sources. HMUW and JTIE shall periodically, upon request, furnish to the BCCSB information as to its efforts to obtain such other sources of funding. HMUW and JTIE shall only request reimbursement for services not reimbursable by any other source. HMUW and JTIE shall provide documentation and assurance to the BCCSB that requests for reimbursement from the CSF is not a duplication of reimbursement from any other source of funding.

1. **BCCSB Funding Policy.** The BCCSB Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this BCCSB Agreement, the application for **Heart of Missouri United Way** on behalf of the **Journey Toward Inclusive Excellence** committee as described in the Strategic Innovation Opportunity Proposal Application, and responses to Request for Clarification. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the attached documents, the terms conditions, provisions, and requirements contained in this BCCSB Agreement shall prevail and control.

3. **Purchase.** The BCCSB agrees to purchase from HMUW and JTIE and HMUW and JTIE agrees to furnish the **2023 State of Inclusivity Conference: Keynote Speaker Britt Hawthorne** program including but not limited to Boone County residents to promote safer spaces for all, as described and in compliance with the Strategic Innovation Opportunity Proposal Application and as presented in **HMUW and JTIE’s** response. Services/deliverables shall be provided as outlined in the attached proposal response(s). The total allowable compensation under this agreement shall not exceed **\$12,500.00** unless compensation for specific identified additional expenses is authorized and approved by BCCSB in writing in advance of rendition of such expenses for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of contract execution and extend through the completion of the described conference.

5. **Billing and Payment.** For the 2023 State of Inclusivity Conference contract, payments will be made in two (2) installments, 50% of the contracted amount upon execution of the contract, and 50% of the contracted amount by July 14, 2023.

Item	Quantity	Cost	Total Amount Requested
Britt Hawthorne – First Installment	1	\$6,250.00	\$6,250.00
Britt Hawthorne – Second Installment	1	\$6,250.00	\$6,250.00

The BCCSB agrees to pay all statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing dispute, the BCCSB reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of HMUW and JTIE, the BCCSB agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the BCCSB. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the BCCSB shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The BCCSB shall utilize the Strategic Innovation Opportunity Application and responses to the Requests for Clarification as submitted by HMUW and JTIE to monitor service delivery and program expenditures. HMUW and JTIE agrees to submit to the BCCSB a report for the training provided including information on attendance and pre- and post-surveys. This report is due no later than 30 days after the training has been held. Variations on this date may be requested by HMUW and, if so stipulated, are noted on this contract document.

8. **Modification or Amendment.** In the event HMUW and JTIE requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Director of Community Services to share with the BCCSB for approval. A board resolution from HMUW and JTIE may be required with the request. For consideration of a request to modify or amend the contract, requests to the BCCSB must be submitted in writing at least two weeks prior to a regularly scheduled BCCSB meeting.

OTHER TERMS OF THIS CONTRACT

9. **Violation of Client Rights.** Any alleged case of a violation of a client's rights in a program funded through the Children's Services Fund shall be investigated in accordance with HMUW and JTIE's policies and procedures and in accordance with any local/state/federal regulations. HMUW and JTIE agrees to notify the BCCSB through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the BCCSB of any substantiated allegations. HMUW and JTIE must comply with Missouri law regarding confidentiality of client records.

10. **Discrimination.** HMUW and JTIE will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. **Accreditation/Licensure/Certifications.** HMUW and JTIE must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

12. **Conflict of Interest.** HMUW and JTIE agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and HMUW and JTIE, and this shall include any transaction in which HMUW and JTIE is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

13. **Subcontracts.** HMUW and JTIE may enter into subcontracts for components of the contracted service as HMUW and JTIE deems necessary within the terms of the contract. All such subcontracts require the written approval of the BCCSB or their designated representative. In performing all services under the resulting contract agreement, HMUW and JTIE shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

14. **Employment of Unauthorized Aliens Prohibited.** HMUW and JTIE agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. HMUW and JTIE shall require each subcontractor to affirmatively state in its Agreement with the HMUW and JTIE that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide HMUW and JTIE a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

15. **Litigation.** HMUW and JTIE agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against HMUW and JTIE or any individual acting on the HMUW and JTIE's behalf, including subcontractors, which seek to enjoin or prohibit HMUW and JTIE from entering into this contract agreement of performing its obligations under this agreement.

16. **Board Ownership.** If HMUW and JTIE ceases to be funded by the BCCSB or ceases to provide programs and services for Boone County children, youth, and their families, pursuant to this contract, all capital equipment, materials, and buildings purchased with CSF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the BCCSB. In addition, if HMUW and JTIE no longer uses capital equipment, materials, or buildings purchased with CSF funds for its original intent, HMUW and JTIE will need BCCSB approval to re-direct the use of such.

17. **Failure to Perform/Default.** In the event HMUW and JTIE, at any time, fails or refuses to perform according to the terms of this contract, as determined by the BCCSB, such failure or refusal shall constitute a default hereunder, and the BCCSB will be relieved of any further obligation to make payments to HMUW and JTIE as set out herein. This contract will be terminated at the option of the BCCSB.

18. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, this agreement may be terminated by the BCCSB upon 15 days' advance written notice for any of the following reasons or under any of the following circumstances:

a. BCCSB may terminate this agreement due to material breach of any term or condition of this agreement, or

b. BCCSB may terminate this agreement if key personnel providing services are changed such that in the opinion of the BCCSB delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of BCCSB, or

c. BCCSB may terminate this agreement should HMUW and JTIE fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, HMUW and JTIE shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. BCCSB shall reimburse the HMUW and JTIE for outstanding expenses incurred up to the date of termination, including noncancelable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

19. Insurance Requirements. The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. **Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

b. **Worker's Compensation:** Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

c. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance - The Contractor shall furnish the County

with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

The Contractor shall provide the County with proof of General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to the Contractor.

d. Professional Liability Insurance: The Contractor is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

e. Commercial Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance: The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

Indemnity Agreement. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

20. Publicity by the HMUW and JTIE. HMUW and JTIE shall notify the BCCSB of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. HMUW and JTIE will acknowledge the BCCSB as a funding source whenever publicizing CSF funded programs. HMUW and JTIE will collaborate with the BCCSB to inform the community about the ways its tax dollars are being invested in services and supports. HMUW and JTIE agrees to acknowledge the Children's Services Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

21. Independence. This contract does not create a partnership, joint venture, or any other form of joint relationship between the BCCSB and HMUW and JTIE. The BCCSB does not recognize any of the HMUW and JTIE employees, agents, or volunteers as those of the BCCSB.

22. 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.

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

24. Record Retention Clause. HMUW and JTIE shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

25. **Notice.** Any written notice or communication to the BCCSB shall be mailed or delivered to:

Boone County Community Services
605 E. Walnut, Ste. A
Columbia, MO 65201

Any written notice or communication to HMUW and JTIE shall be mailed or delivered to:

Heart of Missouri United Way
Attn: Amy Harvey
105 E Ash St #300
Columbia, MO 65203

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

Heart of Missouri United Way

Boone County, Missouri

By: Boone County Commission

By: DocuSigned by:
Andrew Grabau
52647079FD47480...
Signature

DocuSigned by:
Kip Kindrick
574088BED96434B4...
Kip Kindrick, Presiding Commissioner

By: Boone County Children's Services Board

By: Andrew Grabau
Printed Name/ Title

DocuSigned by:
Leigh Spence
450A59A8325D4B3...
Leigh Spence, Board Chair

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
[Signature]
7D71DEAEB9D74DD...

DocuSigned by:
Brianna Lennon
D267E242BF8948C...

County Counselor

Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle Riegan
RC24BD84EE7A483... 6/20/2023

Signature

Date

(2161/71106/\$12,500.00)

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 23

In the County Commission of said county, on the 27th 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 Contract Amendment Number One between the Boone County Community Services Department and Boys and Girls Clubs of the Columbia Area.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment.

Done this 27th day of June 2023.

ATTEST:

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

Kip Kondrick
Kip Kondrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Community Services Department

Memorandum

TO: Boone County Commission
FROM: Kristin Cummins, Deputy Director
DATE: June 22, 2023
RE: First Reading: Contract Amendment Number One – Great Futures Start Here

The Community Services Department requests approval for the Contract Amendment One for Boone County contract #C000570 for the Children's Services Fund dated March 3, 2023 between Boone County and Boys and Girls Clubs of the Columbia Area.

The amendment will extend the current contract for an additional six months, beginning on July 1, 2023 and ending on December 31, 2023 and will add an additional \$139,697.08 in funds, which will be provided through department number 2162 and account number 71106.

c: Contract File

AGREEMENT FOR PURCHASE OF SERVICES
Contract Amendment Number One
Great Futures Start Here

THIS AGREEMENT dated the 27th day of June, 2023, Boone County contract #C000570 for the Children’s Services Fund dated March 3, 2023 made by and between Boone County, Missouri and Boys and Girls Clubs of the Columbia Area, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


- 1) Allow remaining funds not utilized for billable services between January 1, 2023 through June 30,2023 to be utilized for services delivered up until December 31, 2023. Allow renewal funds to pay for services delivered prior to the renewal but within the same calendar year.
- 2) Renew the contracted program for an additional six months beginning July 1, 2023 and ending December 31, 2023 with funds being added to Purchase Order #2023000118 for the following:

SERVICE DESCRIPTION	UNIT MEASUREMENT	UNIT RATE	# OF UNITS	TOTAL AMOUNT REQUESTED
Out of School Programming	1 hour/individual	\$5.38	25,966	\$139,697.08
Total Renewal Amount	\$139,697.08			

- 3) This contract, at the sole discretion of the Boone County Children’s Services Board and with the agreement of Boys and Girls Club of the Columbia Area, may be renewed for two additional six-month periods with the following criteria:
 - a. Funds not utilized for services provided up until December 31, 2023 will not continue forward into FY2024.
 - b. If renewed, allow remaining funds not utilized for billable services between January 1, 2024 through June 30, 2024 to be utilized for services delivered up until December 31, 2024.
- 4) Boys and Girls Club of the Columbia Area agrees to update and adhere to the information entered into the Agreement Form. Requests of any additional changes during the contract year will be made to the Boone County Community Services Department prior to implementation of the requested changes.
- 5) Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

Boys and Girls Clubs of the Columbia Area

By: 
Signature

By: abigail Anderson
Printed Name/ Title

Boone County, Missouri

By: Boone County Commission


Kip Kendrick, Presiding Commissioner

By: Boone County Children’s Services Board


Leigh Spence, Board Chair

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Kyle P. ...
7D71DEAEB9D74DD

DocuSigned by:
Brianna Lennon
D267E242BF6949C

County Counselor

Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle P. ...
K:248D3AEE7A463
Signature

6/20/2023

Date

2162 / 71106 / \$139,697.08

Appropriation Account

An Affirmative Action/Equal Opportunity Employer