

545-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

November Session of the October Adjourned

Term. 20 24

In the County Commission of said county, on the 19th day of November 20 24


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 by Jason Robbins to vacate and replat Lot 1 of CAB Subdivision recorded in Plat Book 16 Page 35 of the records of the Boone County Missouri Recorder of Deeds, subject to the following condition:

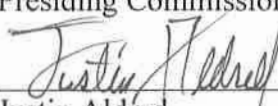
1. Said vacation is not effective until the lot and right-of-way proposed to be vacated have been incorporated into a subdivision plat in accordance with Boone County Subdivision Regulations and said plat is recorded in the Records of Boone County Missouri.

Done this 19<sup>th</sup> day of November 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

546 -2024

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In the County Commission of said county, on the

19th

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


Now on this day the County Commission of the County of Boone does hereby **approve** a conditional use permit for an Equine Boarding Facility and Indoor Riding Arena in the Agriculture (A-1) zoning district on 91.55 acres located at 3900 S Ben Williams Road, Columbia, subject to the following conditions:


1. The equine boarding facility is designed by a design professional licensed to practice in the State of Missouri.
2. An engineered subsurface wastewater system is utilized for all domestic, or human, wastewater and be installed before occupancy of the equine boarding facility is granted.
3. All outdoor lighting shall be inward and downward facing.
4. Parking spaces required under Section 14 of the Zoning Ordinance shall be installed before occupancy of the equine boarding facility is granted.
5. An animal waste plan, developed in accordance with industry best practices, shall be submitted to the Director of Resource Management concurrent to an application for a building permit to construct the facility. The animal waste plan must identify an area designated for composting.
6. The maximum number of horses on the properties will be 44.
7. Hours of operation will be 7 AM to 10 PM. Animal pickup and drop off, and supporting activities such as farrier, veterinarian, and feed and equipment deliveries may be scheduled outside of these hours by appointment.

Done this 19<sup>th</sup> day of November 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
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County of Boone

In the County Commission of said county, on the

19th

day of

November

20 24

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 by Branch Towers on behalf of Drake Maupin, LLC for a conditional use permit use permit for a 280' Transmission Facility in the A-1 zoning district on 232.53 acres located at 10900 E Rob Cook Rd, Centralia, subject to the following conditions:

1. All tower lighting shall be red unless prohibited by Federal Regulations.

Done this 19<sup>th</sup> day of November 2024.

ATTEST:



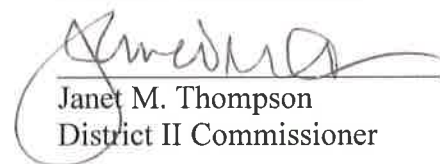
Brianna L. Lennon  
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Kip Kendrick  
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Term. 20 24

County of Boone

In the County Commission of said county, on the

19th

day of

November

20 24

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 by Refaat Mefrakis & Corban Ali Fadah to rezone from Planned General Commercial (C-GP) to Planned Single-Family Residential (R-SP) on 0.2 acres located at 6725 S New Town Ave, Columbia.


AND

Now on this day the County Commission of the County of Boone does hereby approve a Review Plan for The Haven at NewTown on 0.2 acres located at 6725 S New Town Ave, Columbia, subject to the following conditions:

1. The applicant will work with utility providers to determine if existing underground utility lines shown on the plan must be relocated before paving of the parking spaces along W Three Trees Lane.
2. Occupancy of the residential structures will be contingent on installation of the four parking spaces identified off W Three Trees Lane.

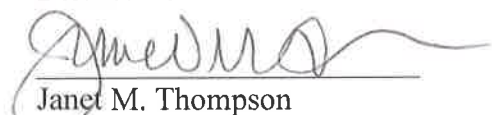
Done this 19<sup>th</sup> day of November 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
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STATE OF MISSOURI

County of Boone

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November Session of the October Adjourned

Term. 20 24

In the County Commission of said county, on the 19th day of November 20 24

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 by Moore Bunton Properties LLC and Route B Independent Church to rezone from Agriculture (A-2) to Planned Light Industrial (M-LP) on 36.61 acres located at 5500 E Parks Ln, Hallsville.

AND

Now on this day the County Commission of the County of Boone does hereby approve a review plan and preliminary plat for Hallsville Industrial on 36.61 acres located at 5500 E Parks Ln, Hallsville, subject to the following conditions:

Prior to Final Plan

- 1) A lighting plan requiring exterior lighting to be shielded and oriented inward and downward lighting to minimize glare and light trespass be prepared by a qualified engineer to include an explanation of how the light will be contained on site and be focused inward and downward. Such plan is to be created to the satisfaction of the Director of Resource Management. All exterior lighting shall be built and maintained in accordance with the approved plan.
- 2) A Landscaping buffering plan shall be created to address impacts to the property owners to the north and east and south be created to the satisfaction of the Director of Resource Management.
  - a) The intent of the Landscaping Plan is to provide buffering for adjoining properties in order to break up the visual presence of the project site & help absorb & diffuse light and sound from the site.
- 3) That only façade signage on the Route B side of the building be lighted.
- 4) Parks Lane improvements: If the developer is able to secure full access to Route B, the Parks Lane entrance is limited to emergency vehicles only. If the developer is unable to secure full access to Route B, Parks Lane will be considered the primary access and will require improvement to Commercial/Industrial standard. Construction shall be complete and accepted by the County prior to Final Plan approval.
- 5) Because it is likely to take quite a while to clarify the Route B access situation and it is unlikely the property can be seriously marketed to freight developers until the access issue is resolved, we propose the Review Plan be approved with a five-year window as opposed to the standard two-year deadline for getting a Final Plan approved.
- 6) Note #15 needs to be clarified on the Final Plan to reflect the improvements that will be required at Parks Ln based upon approval conditions within the wording to be crafted to the satisfaction of the Director of Resource Management.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

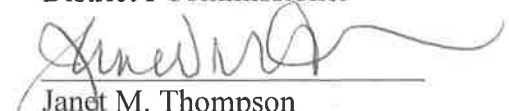
- 7) An amended traffic study, evaluating the railroad spur tracks truck terminal and a moving, transfer, or storage use, be conducted to assess the impact and see that it is not greater than that of the other uses proposed in the TIS. If it is, then a new review plan/rezoning process will be required before those uses can be utilized.
- 8) The hours of operation shall be from 6am to 9pm.
- 9) Architectural Control Parameters to the satisfaction of the Director of Resource Management to include:
  - a) Materials shall be durable such as Brick or Textured and Colored Concrete Panels.
  - b) Materials are to be non-reflective except for windows which should seek to minimize reflectivity.
  - c) Massing of the building should have at least two different height levels to help break up the visual impact of the building.
  - d) The façade physical articulation shall be varied to break up the mass of the structure.
  - e) The Colors used for the facades of the buildings must be neutral or earth tones to minimize drawing extra attention to the structure.

Done this 19<sup>th</sup> day of November 2024.

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**  
**November 12, 2024**

The Planning and Zoning Commission reviewed Agenda Items 1 through 7 at its September 19, 2024 meeting. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

**1. Request by Jason Robbins to vacate and replat Lot 1 of CAB Subdivision. (open public hearing)**

A petition has been submitted by the following:

1. Jason Robbins to vacate and replat Lot 1 of CAB Subdivision found in Plat Book 16 Page 35 of the records of the Boone County Missouri Recorder of Deeds.

CAB Subdivision was recorded on August 26<sup>th</sup>, 1982. The plat consists of a single 2.5-acre lot. It is the intent of the petitioner to combine it with adjoining land, under their ownership, into a new plat containing two lots.

In accordance with Boone County Subdivision Regulations Section 1.8 the County Commission is required to conduct a public hearing prior to granting permission to vacate and replat a subdivision. Before granting permission, the County Commission must find that the action will not adversely affect the character of the neighborhood, traffic conditions, circulation, the proper location, alignment and improvement of streets and roads within and adjacent to the subdivision, property values within the subdivision, public utility facilities and services and will not generally adversely affect the health, welfare or safety of persons owning or possessing real estate within the subdivision. Character: The area consists of a mixture of parcels where most of the residentially developed homesteads are between 2.5-acres to 10-acres in size. Both the existing lot and the proposed replat are in keeping with the established character of the area.

Traffic: Granting the vacation request will not adversely affect future traffic conditions, circulation, location and alignment of streets within and adjacent to the subdivision. The replat will provide additional right-of-way for Roberts Lane. The existing two separate parcels of ground currently can each have a single dwelling unit; the replatted lots will be each eligible to support one single family dwelling each representing no change to the potential traffic.

Utilities and Property Values: The replat will provide additional right-of-way for Roberts Lane and extend and enlarge the public utility easement along the roadway. There is no indication that the vacation and replat will have any negative impact to the utilities, easements, or property values of the neighborhood.

Public Health, Safety, and Welfare: The vacation will not adversely affect public health, safety, and welfare. This vacation and replat will contribute to the orderly development of the area since the vacation will only go into effect with the recording of the replat that is replacing the current plat and the proposed replat concept will have to fully comply with the current subdivision regulations before it can be approved.

The proposed concept of the replat is not detrimental to the character of the neighborhood, will not adversely affect future traffic conditions, circulation, location and alignment of streets within and adjacent to the subdivision, or adversely impact property values within the subdivision. There is no indication there will be an adverse effect on the public health and safety. Therefore, Staff recommends approval of this request subject to the following condition:

1. Said vacation is not effective until the lot and right-of-way proposed to be vacated have been incorporated into a subdivision plat in accordance with Boone County Subdivision Regulations and said plat is recorded in the Records of Boone County Missouri.

**2. Request by Little Bay Farm & Michele Jackson Trust for a conditional use permit for an equine boarding facility and indoor riding arena Agriculture (A-1) zoning district on 91.55 acres located at 3900 S Ben Williams Rd, Columbia. (open public hearing)**

The Planning and Zoning Commission conducted a public hearing on this request at the October 17, 2024 meeting and voted to recommend approval on a 10-0 vote.

The subject properties are located off South Ben Williams Road, approximately 660 feet north of the intersection of S Ben Williams Road and E Rosadene Lane. The property is zoned Agriculture 1 (A-1) and is surrounded by A-1 zoning on all sides. The zoning is original 1973 zoning.

The Conditional Use Permit request encompasses all 41.55 acres owned by Little Bay Farm LLC and 10 acres currently owned by the Michele Jackson Trust. The proposal is to construct a 44-stall horse boarding facility with indoor riding area on the 10-acre property currently owned by the Jackson Trust. The applicant has indicated that the building will be constructed with 24 horse stalls for the initial operation with future expansion to 44 horse stalls. The 41.55 acres owned by Little Bay Farms LLC will be used as additional riding and horse exercising area as well as hay fields to produce feed for the animals. The applicant has requested that the hours of operation for the facility range from 7 AM to 10 PM.

The subject properties are currently undeveloped. The application indicates that should the Conditional Use Permit be approved by Planning and Zoning and County Commission; the applicant will purchase the ten acres from the Jackson Trust.



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

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

Equine boarding facilities have the potential to create negative offsite impacts such as odor from animal waste and traffic to and from the site. If developed in compliance with current County regulations and with appropriate conditions as part of approval of the conditional use permit, this proposal can meet this criterion for approval.

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

Surrounding properties are either large lot residential, undeveloped open space, or used for agricultural activity. If operated with appropriate conditions, impacts to surrounding property owners should be minimal.

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

Similar horse boarding and training facilities have been approved under the conditional use permit process in Agriculture zoned districts. There is no evidence that approval of this type of land use or their continued operation impairs property values.

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

The applicant has indicated that they are currently working with design consultants to design a building and ensure all associated infrastructure will be present on site. Outdoor lighting will be installed for security and accessibility purposes. Any light generated by the facility should be inward facing and downward to minimize light pollution onto neighboring properties.

No public sanitary sewer is available to serve the property. Domestic waste will require the use of an engineered onsite wastewater system. The applicant indicated that animal waste will be stored and composted on site to utilize as fertilizer for hay fields. The application submittal does not include an area identified to store and compost the waste.

Section 14 D. (7) of the Zoning Ordinance states that “lots utilized as Equine Boarding Facilities, Animal Training Facilities or Riding Schools shall not require a dust free surface unless specifically required by the terms of a Conditional Use Permit.” Staff

review of previous conditional use permits, related to equine land uses, demonstrates a customary practice to not require dust free material for parking and drive surfaces.

In this case the applicant has identified that no more than 44 stalls will be constructed for the facility, limiting the number of horses on site. The applicant has also indicated that no other activity than the boarding and exercising of animals will occur on the property. Based on the limitations, requiring dust free material for all parking and drive be dust free may not be appropriate in this case.

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

All surrounding properties are zoned A-1. Similar types of development such as barns and riding areas are common in this zoning district. Construction of a horse boarding facility is unlikely to prevent normal and orderly development of the surrounding properties.

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

The applicant has indicated that they will secure an access easement from the Jackson Trust for site access to S Ben Williams Road, a publicly maintained road. The applicant has indicated that they believe the increase in traffic on the road would be minimal and not enough to increase congestion on the road. With appropriate condition that limits the scale of the operation, traffic impacts should be minimal.

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

This proposal can, in all other respects, conform to the applicable regulations of the zoning district in which it is located.

Zoning analysis: This Conditional Use Permit is a request for an equine boarding facility and indoor riding area located within an A-1 zoning district. Horses are a common feature of a rural lifestyle. However, concentration of these animals above the maximum permitted use of 6 horses may create conditions that are harmful to the wellbeing of the animals and have negative impacts to surrounding property owners.

This request can meet all the criteria for approval of a conditional use permit if appropriate conditions are applied. If operated in a manner consistent with county regulations and conditions imposed by Planning and Zoning and County Commissions, impacts to neighboring properties should be minimal.

The proposal scored 34 points on the point rating system. Staff notified 16 property owners about this request.

Staff recommends approval of the Conditional Use Permit for an equine boarding facility with the following conditions:

1. The equine boarding facility is designed by a design professional licensed to practice in the State of Missouri.
2. An engineered subsurface wastewater system is utilized for all domestic, or human, wastewater and be installed before occupancy of the equine boarding facility is granted.
3. All outdoor lighting shall be inward and downward facing.
4. Parking spaces required under Section 14 of the Zoning Ordinance shall be installed before occupancy of the equine boarding facility is granted.
5. An animal waste plan, developed in accordance with industry best practices, shall be submitted to the Director of Resource Management concurrent to an application for a building permit to construct the facility. The animal waste plan must identify an area designated for composting.
6. The maximum number of horses on the properties will be 44.
7. Hours of operation will be 7 AM to 10 PM.

**3. Request by Branch Towers on behalf of Drake Maupin LLC for a conditional use permit for a 280' transmission facility on 232.53 acres located at 10900 E Rob Cook Rd, Centralia. (open public hearing)**

The Planning and Zoning Commission conducted a public hearing on this request at the October 17, 2024 meeting and voted to recommend approval on a 10-0 vote.

The subject property is located near the intersection of State Route Z and Robb Cook Road, approximately 6 miles east of the city limits of Columbia. The tax parcel is 70.50 acres in size and currently zoned A-1 (Agriculture) and is surrounded by A-1 zoning. This is all original 1973 zoning. This tax parcel is part of a 232-acre tract. The property is currently vacant, it scored 17 points on the point rating system. Branch Towers is applying for a conditional use permit for a 280' guyed communications tower.

A description of the lease area site has been submitted by the applicant in the application materials. The lease area for the tower is 3,600 square feet out of the 232-acre parent tract with easement areas for the guy supports and an access/utility easement to serve the tower. The proposal for a transmission facility is for a 280' ~~monopole-guyed~~ tower and lightning rod, three guy wire supports and support facilities. The applicants have met the submission requirements identified for a conditional use permit for a transmission facility

Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners. As a conditional use permit,

the proposal must meet the following criteria from the zoning ordinance to be eligible for approval:

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

If operated in conformance with existing county regulations, the use should comply with this criterion.

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

If operated in conformance with existing regulations, this use should not be injurious to the use & enjoyment of other property in the immediate vicinity for purposes already permitted by the regulations. This tower is of a height that lighting will be required per Federal Aviation Administration regulations at the midpoint and the top of the tower. Public testimony may be indicative as to whether this criterion can be met.

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

The application meets this criterion as per the zoning ordinance Section 15B section 4, subsection (e). However, this is a purely technical analysis as constructed by the regulations. Public testimony may better reflect any impacts on property values.

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

The use has limited needs with respect to utility infrastructure and so the site has adequate facilities to support the proposal.

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

This area is zoned A-1, with residential uses limited to 10-acre tracts or larger. The placement of this facility should not impede the normal and orderly development of the surrounding property.

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

The proposed use is a minimal traffic generator and should not hinder traffic or cause congestion on public streets.

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

The proposal conforms to other applicable regulations of the A-1 zoning district, particularly since no land division is proposed. Public necessity has been discussed by the Federal Telecommunications Act of 1997 to allow for widest dissemination of wireless communication services.

Zoning Analysis: This conditional use permit application meets the standards established by the Boone County Zoning Ordinance for a transmission facility.

Staff recommends approval of the conditional use permit with the following condition:

1. -All tower lighting shall be red unless prohibited by Federal Regulations.

**4. Request by Refaat Mefrakis & Corban Ali Fadijah to rezone from Planned General Commercial (C-GP) to Planned Single-Family Residential (R-SP) and to approve a review plan for The Haven at Newtown on 0.2 acres located at 6725 S New Town Ave, Columbia. (open public hearing)**

The Planning and Zoning Commission conducted a public hearing on this request at the October 17, 2024 meeting and voted to recommend approval on a 10-0 vote.

The subject property is located off S Newtown Avenue, between W Three Trees Lane and W Center Street. A strip of property measuring 22' by 82' across W Three Trees Lane is also part of this request. The proposal is to rezone from Planned General Commercial (C-GP) to Planned Residential Single Family (R-SP) and utilize the density of the planned area to construct three single family attached dwellings. The surrounding zoning is as follows:

- North, across Route K, R-SP
- East, C-GP
- South, R-SP and C-GP
- West, R-SP

The subject property was rezoned from Agriculture 2 (A-2) to C-GP under County Commission order #339-98. The original planned development for Newtown included two planned areas designated as "A" and "B". Area A is between Coneflower Avenue and Newtown Avenue with both attached and detached single family homes zoned R-SP. Area B is east of Newtown Avenue and west of Coneflower and flanked Area A on either side and zoned C-GP. Area A included two commercial lots at the intersection of Center Street and New Town Avenue identified as lots C-2 and C-3. Both commercial lots were limited to uses of the Neighborhood Commercial (C-N) districts, with up to two residential apartments per commercial lot. While residential development occurred with

Area A, neither of the commercial lots identified as C-2 and C-3 on the original Newtown plan developed. The current owners of lot C-2 have requested a change in zoning from C-GP to R-SP and utilize remaining density of the planned area to construct three single family attached dwellings. Four additional parking spaces will be installed on the strip of property across from W Three Trees Lane.

The Boone County Master Plan designates this area as being suitable for residential land uses. The Master Plan designates a sufficiency of resources test for the evaluation of zoning changes where each proposal is evaluated to see if sufficient utility, transportation, and public safety resources are in place to support a change in zoning. The sufficiency of resources test provides a “gatekeeping” function. Failure to pass the test should result in denial of a request. Success in passing the test should result in further analysis.

Utilities: The subject property is located within Consolidated Water Supply District #1. The Water District has indicated that sufficient flows are available to support both residential use and fire flows. Boone Electric Cooperative provides power service. Both Boone Electric and Consolidated Water have indicated that service lines located within the portion of property across Three Trees Lane may need to be relocated depending on the grading of the property.

The Boone County Regional Sewer District provides sanitary sewer service in the area. The Sewer District has indicated that capacity for property exists at the South Route K facility for the three proposed single-family dwellings.

Transportation: The property has direct access onto Newtown Avenue, a publicly maintained roadway. County engineering staff have evaluated the proposed single access for the development onto Newtown Avenue and have indicated there is adequate spacing for driveway access. The applicant has proposed four additional off-street parking spaces along the strip of property across W Three Trees Lane. The original development plan utilized this strip of property for off street parking requirements for the proposed commercial development. Utilization of this strip for parking for the current proposal of residential development is unusual but is in line with the intended development of the property.

Public Safety: The Boone County Fire Protection District provides fire protection. The nearest station, Station 8, is approximately 1.9 miles away.

Zoning Analysis: This request is to modify an existing planned development and change the use from commercial to residential. After review of the proposed review plan and rezoning request, this proposal does meet the sufficiency of resources test. A change from C-GP to R-SP will match the neighboring zoning districts and provide a similar pattern of single family attached development present in the area.

The property scored 70 points on the rating system. Staff notified 118 property owners regarding this request.

Staff recommends approval of the review plan and rezoning request with the following acknowledgments:

1. The applicant will work with utility providers to determine if existing underground utility lines shown on the plan must be relocated before paving of the parking spaces along W Three Trees Lane.
2. Occupancy of the residential structures will be contingent on installation of the four parking spaces identified off W Three Trees Lane.

**5. Request by Moore Bunton Properties LLC to rezone from Agriculture (A-2) to Planned Light Industrial (M-LP) and to approve a review plan and preliminary plat for Hallsville Industrial on 36.61 acres located at 5500 E Parks Ln, Hallsville. (open public hearing)**

The Planning and Zoning Commission conducted a public hearing on this request at the October 17, 2024 meeting and voted to recommend approval on an 8-2 vote.

The property is located at the immediate southeastern corner of the intersection of State Route B and Parks Ln. The zoning is Agriculture 2 (A-2) as is all the surrounding zoning. These zonings are all original 1973 zonings. This request is to rezone the approximately 51.81-acres to Planned Industrial (M-LP) and to create a railroad oriented industrial freight facility on the 36.4-acre proposed Lot 1, a place of worship with allowable expansion on proposed Lot 2 which is the site of the existing church, and proposed Lot 3 will be for a Boone County Regional Sewer District (BCRSD) to serve the entire development with public sewer. While there are other uses listed in the allowed uses section, they are generally in keeping with the same kind of intensity and expected impacts as a truck terminal or railroad freight facility. The area sought to be rezoned is currently the site of the existing church and its corresponding private wastewater lagoons.

The Master Plan identifies a “sufficiency of resources” test for determining whether there are sufficient resources available for the needs of the proposal. The sufficiency of resources test provides a “gate-keeping” function. Failure to pass the test should result in denial of a request. Success in passing the test should allow the request to be considered and evaluated based on accepted planning principles.

The resources typically used for this analysis can generally be broken down into three categories, Utilities, Transportation, and Public Safety Services.

**Utilities:**

The site is in Water District 4 and there is a water tower 1200 feet to the south of the property and a 5-inch watermain on the property now. It will be up to the developer to pay to have water improvements made to support the site proposal with both proper water for fire protection as well as general use. Boone Electric Cooperative provides service to the site and area depending upon the demand for the proposal the developer might have to make improvements or at a minimum pay for electrical upgrades. The site is in the



Boone County Fire Protection District (BCFPD) and two points of entry are required for the site; this will be discussed in more detail under the transportation section. The development is proposed to be served by a new BCRSD drip irrigation sewage treatment facility that will be installed by the developer on Lot 3. The design of the sewage collector system will have to be designed to meet the BCRSD standards. The system will provide public sewer service to both the church on proposed Lot 2 and the freight facility on proposed Lot 1. Alternatively, the BCRSD has a long-term desire to provide a collector sewer main northward up Route B to connect several of their existing facilities and provide additional capacity from their Rock Fork plant. Development on the site will be required to comply with the Boone County Stormwater Regulations.

#### Transportation:

The property has frontage on both State Route B and Parks Ln. The proposal would like to take access from each roadway. The proposal should have both connections in order to meet the required remote two points of access. However, the property has no access rights for State Route B as the Missouri Department of Transportation (MoDOT) purchased the access rights from the property. MoDOT has indicated that regaining access rights to Route B may be difficult and can't be considered a given condition.

Route B is the most direct connection corridor from Columbia to Hallsville to Centralia and as such MoDOT has secured a wide Right-of-Way (ROW) corridor of around 200 feet or greater all the way from where the 4 to 5 lane roadway drops to 2-lanes at Browns Station Rd in Columbia all the way through the proposed site area to just south of Cedar Gate subdivision. This ROW allows for significant future improvement to Route B.

The applicants will seek to regain some access rights in order to use Route B as their primary access point. The applicants hope to use Parks Ln as a secondary access point but only as an emergency-only gated access point. It should be noted that Staff does not consider a gated connection to be a second access point. While it does provide emergency access, the purpose of requiring two access points is to disperse traffic more freely onto the public road network.

A Traffic Impact Study (TIS) has been provided for the proposal. The TIS identifies that both left turn and right turn lanes will be required along Route B at the primary entry route whether the turn lanes are located at a repurchased direct connection on Route B or at the intersection of Route B & Parks Ln. The plan shows the turn lanes at both locations on the graphic of the review plan, but it should be understood that the applicant intends this to be an either/or option not a proposal to construct the turn lanes at both. Similarly, the applicant shows Parks Ln being improved to a commercial/industrial county standard, but they are only proposing this if Parks Ln becomes the primary access to the site. Note #15 is supposed to reflect this but it is still improperly worded.

Regardless of whether Parks Ln becomes the primary access or not, Design and Construction /County Engineering have noted that Parks Ln is not constructed to the County Commercial/Industrial standard. The rezoning is the triggering condition for this non-compliance and even as a potential emergency-only access, the County is concerned

that Parks Ln will be unduly damaged by both heavy trucks and emergency services in its current state and that improvement should be part of the development approval.

The original TIS does not reflect all the land uses listed under the allowed uses section of the plan. The supplemental traffic letters were supposed to address this deficiency and did to a point, however, the most recent clarification letter from the traffic consultant states that a railroad spur tracks truck terminal and a moving, transfer, or storage use can't be evaluated without more specifics to know if they would generate more or less traffic than the warehouse use evaluated by the study; this is problematic because these are arguably the primary targeted uses of the site and they remain unaddressed by the TIS.

**Public Safety Services:** The site is within 2.5 road miles of County Fire Station 3 on State Route B Hallsville.

#### Zoning Analysis:

The Master Plan designates this property for agriculture and rural residential use. The proposed use is not consistent with that designation. However, the Master Plan does indicate that where new commercial or industrial areas are proposed such areas should be located where infrastructure to support the uses exists or can readily be installed.

The subject property is in the Urban Services Area as defined by the County Land Use Regulations. The location of the property being directly between a state road and rail line at an intersection of the major state road and county road is however, a relatively unique set of features with respect to the suitability of the proposed primary use. Having a Water Tower nearby also boosts the suitability of the site to have the proper infrastructure for more intensive use. This is especially true when these improvements can support commercial or industrial fire flows.

The mechanisms that are best suited to ensure that impacts related to the changes in zoning are addressed, come from using the planned versions of the appropriate zoning districts; this current proposal is a planned industrial development. While the proposal does fundamentally change the character of the area. Staff believes the scale of the proposal makes it not a spot-zoning but rather an evolution based upon the increase in area infrastructure and unique features supportive of the primary proposed use.

The Master Plan does discuss preserving existing character, but it also addresses the need to provide economic stability to the tax base and provide employment centers that create jobs. We have received letters of support for the proposal from the Hallsville School District and Regional Economic Development Inc, (REDI) that are excited to see the potential for additional jobs for the Hallsville area and increases in tax revenue generated to support schools and other public needs. These employment centers are to be located where the infrastructure can support them, and this location appears to be a possible candidate to be one of the few that can.

We have also received a number of written comments in opposition to the request that are concerned with a change in the character of the area and the possible negative impacts created by the proposed development. Most concerns are related to traffic on Route B. Another concern is with what the increase in the train traffic there could be and the possible lengthening of trains with additional cars and potentially blocking or just creating greater conflicts at road/rail crossings.

The request does seem to meet the sufficiency of resources test for service availability or potential availability. However, there may still need to be some coordination work with utility providers and some of the specific traffic concerns have not been addressed.

Approval of this request will set the stage to change the character of the area, but by using the planned zoning tools available under the County Zoning Ordinance, conditions can be placed upon the request to minimize impacts to the immediate area. When looking for a location to establish an employment center between Hallsville and Columbia, this site seems well suited under the criteria provided by the Master Plan.

Staff notified 13 property owners about this request. The property scored 71 points on the rating system.

Staff recommends approval of the rezoning and review plan subject to the following conditions and sub-conditions:

#### Prior to Final Plan

1. A lighting plan requiring exterior lighting to be shielded and oriented inward and downward lighting to minimize glare and light trespass be prepared by a qualified engineer to include an explanation of how the light will be contained on site and be focused inward and downward. Such plan is to be created to the satisfaction of the Director of Resource Management. All exterior lighting shall be built and maintained in accordance with the approved plan.
2. A Landscaping buffering plan shall be created to address impacts to the property owners to the north and east and south be created to the satisfaction of the Director of Resource Management.
3. That only façade signage on the Route B side of the building be lighted.
4. Parks Ln improvement to a commercial /industrial road standard be required as part of the development, prior to final plan approval.
5. Because it is likely to take quite a while to clarify the Route B access situation and it is unlikely the property can be seriously marketed to freight developers until the access issue is resolved, we propose the Review Plan be approved with a five-year window as opposed to the standard two-year deadline for getting a Final Plan approved.
6. Note #15 needs to be clarified on the Final Plan to reflect the improvements that will be required at Parks Ln based upon approval conditions within the wording to be crafted to the satisfaction of the Director of Resource Management.

7. An amended traffic study, evaluating the railroad spur tracks truck terminal and a moving, transfer, or storage use, be conducted to assess the impact and see that it is not greater than that of the other uses proposed in the TIS. If it is, then a new review plan/rezoning process will be required before those uses can be utilized.

**6. Request by Route B Independent Church to rezone from Agriculture (A-2) to Planned Light Industrial (M-LP) and to approve a review plan and preliminary plat for Hallsville Industrial on 15.09 acres located at 11700 N Rt B, Hallsville. (open public hearing)**

This item has been included in the report for the previous item.

530

-2024

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

November Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

19th

day of

November

20 24

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 Surplus Disposal.

Done this 19<sup>th</sup> day of November 2024.


ATTEST:

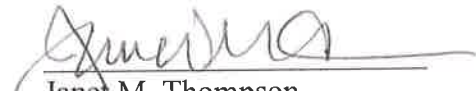


Brianna L. Lennon

Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**Boone County Purchasing**  
**David Eagle**  
Purchasing Assistant



5551 S, Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4394

---

**MEMORANDUM**

TO: Boone County Commission  
FROM: David Eagle  
RE: Surplus Disposal  
DATE: November 6, 2024

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	
1	24980	DRONE	DJI Air2 sUAV	SHERIFF	DESTROYED	
2	NO TAG	FIVE DRAWER FILE CABINET	HON	COURT	USED	
3	NO TAGS	PLASTIC FLOOR WHEEL MATS		MAIL SERVICES	TRASHED	
4	NO TAGS	PLASTIC FLOOR WHEEL MATS		MAIL SERVICES	TRASHED	
5	NO TAGS	TWO STORAGE BAGS	DJI	INFORMATION TECHNOLOGY	TRASHED	
6	NO TAGS	TWO STORAGE BAGS	DJI	INFORMATION TECHNOLOGY	TRASHED	
7	NO TAGS	TWO LANDING PADS FOR DRONES	RCGEEK	INFORMATION TECHNOLOGY	TRASHED	
8	NO TAGS	TWO LANDING PADS FOR DRONES	RCGEEK	INFORMATION TECHNOLOGY	TRASHED	

9	NO TAGS	DRONE STORAGE BAGS		INFORMATION TECHNOLOGY	TRASHED	
10	NO TAG	DRONE PARACHUTE		INFORMATION TECHNOLOGY	TRASHED	
11	NO TAGS	MISCELLANEOUS ITEMS		JJC	TRASHED OR RECYCLED	
12	NO TAG	WELDER	LINCOLN 250 SMARARC	ROAD & BRIDGE	USED	

cc: Aaron Neugarten, Heather Acton, Jacob Flowers, Auditor Surplus File



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

*Complete, sign, and return to Auditor's Office*

Date: 10/08/2024

Fixed Asset Tag Number: 24980

Description of Asset: DJI Air2 sUAV Drone

Requested Means of Disposal: ☐ Sell ☐ Trade-In ☐ Recycle/Trash ☒ Other, Explain: Already disposed of - destroyed in an crash

Other Information (Serial number, etc.): 3N3BJB70120193

Condition of Asset: Destroyed

Reason for Disposition: Destroyed

Location of Asset and Desired Date for Removal to Storage: Destroyed on 6/2/22

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Sheriff's Office - Britt Shea 5325

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date 2/25/22

G/L Account for Proceeds 2901-3836

Original Acquisition Amount 1,049.00

Original Funding Source 2787

Account Group 1604

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

☐ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

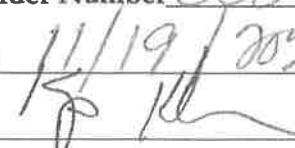
Individual \_\_\_\_\_

☐ Trade ☐ Auction ☐ Sealed Bids

☐ Other Explain \_\_\_\_\_

Commission Order Number 550 - 2024

Date Approved 11/19/2024

Signature 

RECEIVED

OCT 15 2024

BOONE COUNTY  
AUDITOR

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 10/08/2024

Fixed Asset Tag Number:

Description of Asset: hon 5-Drawer File Cabinet (Beige)

Requested Means of Disposal: ☐ Sell ☐ Trade-In ☒ Recycle/Trash ☐ Other, Explain

**RECEIVED**

Other Information (Serial number, etc.):

**OCT 15 2024**

Condition of Asset: Fair

Reason for Disposition: No longer used

Location of Asset and Desired Date for Removal to Storage: Court Administration Visiting Judges Office

**\*\*PLEASE REMOVE BEFORE CONSTRUCTION BEGINS ON 10/14/24**

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1210 Court Operations

Signature

*Cindy Sanitt*

**To be Completed by: AUDITOR**

Original Acquisition Date NA

G/L Account for Proceeds

1190-3836 F

Original Acquisition Amount 1

Original Funding Source V

Account Group V

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_ Auction \_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 530-2024

Date Approved 11/19/2024

# Request for Disposal/Transfer of County Property

S:\DP\IT Administration\IT Service Coordinator II\Inventory\2024\dispose\FLOOR MATS.docx  
Revised: September 2016

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 10/04/2024

Fixed Asset Tag Number:

Description of Asset: PLASTIC FLOOR WHEEL MATS

RECEIVED

Requested Means of Disposal: ☐ Sell ☐ Trade-In ☒ Recycle/Trash ☐ Other, Explain:

OCT 21 2024

Other Information (Serial number, etc.):

BOONE COUNTY  
AUDITOR

Condition of Asset: PURCHASE DATE

COPY

Reason for Disposition: REPLACEMENT/NO LONGER NEEDED

Location of Asset and Desired Date for Removal to Storage: ASAP - IN 3RD FLOOR MAILROOM AT GC

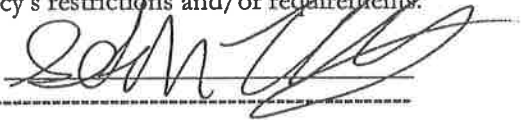
Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements:

Dept Number & Name: 1194 Mail Services

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group ↓

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade Auction Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 550-2024

Date Approved 11/19/2024

Signature KP

*Complete, sign, and return to Auditor's Office*

S:\DP\IT Administration\IT Service Coordinator II\Inventory\2024\dispose\DJI STORAGE BAGS.docx  
Revised: September 2016

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**

*Complete, sign, and return to Auditor's Office*

Date: 10/04/2024

Fixed Asset Tag Number:

Description of Asset: 2 DJI STORAGE BAGS

**RECEIVED**

**OCT 21 2024**

**BOONE COUNTY  
AUDITOR**

Requested Means of Disposal: ☐ Sell ☐ Trade-In ☒ Recycle/Trash ☐ Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: PURCHASE DATE

**COPY**

Reason for Disposition: REPLACEMENT/NO LONGER NEEDED

Location of Asset and Desired Date for Removal to Storage: ASAP - IN GC RM 123

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 Information Technology

Signature

*[Signature]*

**To be Completed by: AUDITOR**

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836

Original Acquisition Amount   

Original Funding Source   

Account Group   

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

   Transfer Department Name    Number   

Location within Department   

Individual   

   Trade    Auction    Sealed Bids

   Other Explain   

Commission Order Number 550-2024

Date Approved 11/19/2024

Signature *[Signature]*

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 10/04/2024

Fixed Asset Tag Number:

Description of Asset: 2 RCGEEK LANDING PADS FOR DRONES

Requested Means of Disposal: ☐ Sell ☐ Trade-In ☒ Recycle/Trash ☐ Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: PURCHASE DATE

Reason for Disposition: REPLACEMENT/NO LONGER NEEDED

Location of Asset and Desired Date for Removal to Storage: ASAP - IN GC RM 123

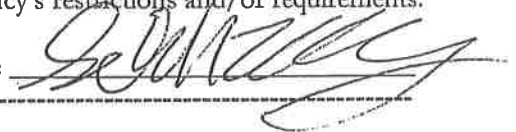
Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 Information Technology

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date N/A

G/L Account for Proceeds 1190-38565

Original Acquisition Amount 1

Original Funding Source 1

Account Group \_\_\_\_\_

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_\_ Auction \_\_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 550-2024

Date Approved 11/19/2024

Signature 

RECEIVED

OCT 21 2024



BOONE COUNTY  
COPY



Complete, sign, and return to Auditor's Office

S:\DPVT Administration\IT Service Coordinator II\Inventory\2024\dispose\DRONE LANDING PADS.docx  
Revised: September 2016

# BOONE COUNTY

# Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Fixed Asset Tag Number:

Description of Asset: 1 BAGSMART BAG FOR STORAGE OF DRONE WIRES AND PROPELLERS

Requested Means of Disposal: ☐ Sell ☐ Trade-In ☒ Recycle/Trash ☐ Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: PURCHASE DATE

Reason for Disposition: REPLACEMENT/NO LONGER NEEDED

Location of Asset and Desired Date for Removal to Storage: ASAP - IN GC RM 123

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☐ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1170 Information Technology

Signature

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 F

Original Acquisition Amount 1

Original Funding Source \_\_\_\_\_

Account Group \_\_\_\_\_

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name\_\_\_\_\_Number\_\_\_\_\_

Location within Department \_\_\_\_\_

Individual

Trade                      Auction                      Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 568-0024

Date Approved 11/19/2024

Signature \_\_\_\_\_

Complete, sign, and return to Auditor's Office

S:\DPIT Administration\IT Service Coordinator II\Inventory\2024\dispose\SAFE AIR PARACHUTE DRONE.docx  
Revised: September 2016

Complete, sign, and return to Auditor's Office

H:\JJC\_WP\Administration\Annual Information\Fixed Asset & Disposal Forms\Fixed Asset Disposal BLANK.docx  
Revised: September 2016

Item	Condition	Reason for Disposition	Disposal Means
Date: 10/22/2024			
Whirlpool Washer X1	Poor	Front seal bad/pump noise	Trash
3 Tier 2 section lockers	Poor	Damaged	Trash
Boxes of books X3	Poor	Damaged	Trash
Rolling chair X2	Poor	Broken	Trash
6' folding banquet table X1	Poor	Broken	Trash
6' picnic table X1	Poor	Damaged	Trash
Misc. Basketball goal parts	Poor	Damaged	Trash
Pillows X8	Poor	Torn/holes	Trash
Conference room chair X2	Poor	Broken	Trash
Sm. Clear tote X1	Poor	Broken	Trash
Food trays X12	Poor	Broken	Trash
Lg. Spatula X1	Poor	Broken	Trash
Icecream scoop X1	Poor	Broken	Trash
Spoons X3	Poor	Broken	Trash
Round Plastic plate X1	Poor	Broken	Trash
Sm Red cups X4	Poor	Broken	Trash
Med. Tan cup X1	Poor	Broken	Trash
Culligan Water Softner w/brine tank	Poor	Bad circuit board	Trash
Pelco outdoor antolog camera in housing	Poor	Not working	Trash

**BOONE COUNTY**  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 10/29/2024

Fixed Asset Tag Number: No Tag

Description of Asset: LINCOLN 250 SMARTARC WELDER

Requested Means of Disposal: ☒ Sell ☐ Trade-In ☐ Recycle/Trash ☐ Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: USED

Reason for Disposition: NO LONGER USING

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding? ☐ YES ☒ NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? ☐ YES ☒ NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2042 FLEET MAINTENANCE OPERATIONS

Signature

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-38.56 J

Original Acquisition Amount

Original Funding Source

Account Group

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

\_\_\_\_ Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

\_\_\_\_ Trade \_\_\_\_ Auction \_\_\_\_ Sealed Bids

\_\_\_\_ Other Explain \_\_\_\_\_

Commission Order Number 550-2024

Date Approved 11/19/2024

Signature [Signature]

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI**

} ea.

November Session of the October Adjourned

**Term. 20 24****County of Boone****In the County Commission of said county, on the**

19th

**day of**


November

**20 24****the following, among other proceedings, were had, viz:**

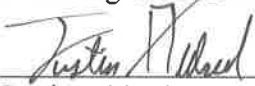
Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000870 from cooperative contract 113 for Public Safety Radios (P25 Capable) with Motorola Solutions of Chicago, Illinois. This is a Countywide Term and Supply contract. The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 19<sup>th</sup> day of November 2024.

**ATTEST:**

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

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



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: November 5, 2024  
RE: Award C000870 from Co-op Contract 113, Public Safety Radios P25  
Capable – Countywide Term & Supply

Purchasing requests approval of contract C000870 using MARC/KCRPE's cooperative contract 113 for Public Safety Radio – P25 Capable from Motorola Solutions, Inc. of Chicago, Illinois. The contract provides P25 capable Motorola public safety radios and accessories that will be primarily used by the Boone County Joint Communications Department, the Boone County Emergency Management Department, and the Boone County Sheriff's Office.

The contract period is November 01, 2024 through September 30, 2026. Three (3) one-year renewal options are available to renew the contract.

This is a Countywide Term and Supply contract.

/lp

c: Contract File

**PURCHASE AGREEMENT**  
**Public Safety Radios (P25 Capable)**

**THIS AGREEMENT, C000870**, using cooperative contract **113**, dated the 19<sup>th</sup> day of November 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Motorola Solutions, Inc.**, herein "Contractor."

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

- 1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Public Safety Radios (P25 Capable)**, in compliance with all bid specifications and any addendum issued for the **Mid-America Regional Council-Kansas City Regional Purchasing Cooperative (MARC/KCRPC)** contract based on RFP number **113** and Boone County Standard Contract Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the MARC/KCRPC contract based on RFP number **113** shall prevail and control over the Contractor's bid response.
- 2. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Public Safety Radios (P25 Capable)** which shall be provided in conformity with the contract documents for the prices / discount structure set forth in Bidder's response, as needed and as ordered by the County. Discount structure includes **40% off APX radios, 27% off APX Next 70 Radios, and 40% off accessories from the current manufacturer's list price.**
- 3. Warranty** – The manufacturer's minimum standard one-year warranty shall apply. Extended warranties may be purchased for pricing detailed within.
- 4. Contract Duration** - This agreement shall commence on **November 01, 2024 and extend through September 30, 2026** subject to the provisions for termination specified below. The contract may be renewed for **three (3) additional one-year periods.**
- 5. Delivery - FOB Destination:** All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

  - a. The Contractor shall coordinate delivery of equipment and service with the Boone County representative. The Contractor shall ship ordered products within a commercially reasonable time after the receipt of the order from the County. If a delay in said delivery is anticipated, the Contractor shall notify the County as to why deliver is delayed and shall provide an estimated time for completion of the order. The County may cancel the order if estimated delivery time is not acceptable or not as agreed.
- 6. Billing and Payment** - All billing shall be invoiced to the ordering Department and billings may only include the prices as listed and/or calculated in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications unless specified in contract. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

  - a. The manufacturer's list price and discounted price must both be shown on the invoice.

7. **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.

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

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


- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission delivery of products are delayed, or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.
- d. The County shall remain responsible for all payments for equipment and services provided by Motorola up to and including date of termination.

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

**MOTOROLA SOLUTIONS, INC.**

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

By   
DocuSigned by:  
CB2D9C0217C640A...

  
DocuSigned by:  
57400BED96434D4...  
 Presiding Commissioner

Title TVP

APPROVED AS TO FORM:

ATTEST:

  
DocuSigned by:  
7D71DEAE9D74DD...  
 County Counselor

  
Signed by:  
D267E242BFB948C...  
 County Clerk

**AUDITOR CERTIFICATION**

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

  
DocuSigned by:  
8E8FE1148A274E1...

11/8/2024

Countywide - Term & Supply

Signature

Date

Appropriation Account

552 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

November Session of the October Adjourned

Term. 20 24

In the County Commission of said county, on the

19th

day of November


20 24

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

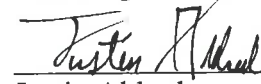
Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000866 awarded from cooperative contract 121923-CDW with CDW Government, LLC of Chicago, Illinois for Technology Products & Services with Related Solutions, Term & Supply for the Boone County IT Department. The contract is set out in the attached, and the presiding Commissioner is authorized to sign the same.

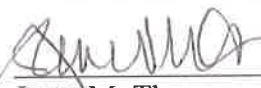
Done this 19<sup>th</sup> day of November 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

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



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: November 5, 2024  
RE: Award C000866 from Co-op Contract 121923-CDW for Technology Products and Services with Related Solutions for the Boone County IT Department –Term & Supply

Purchasing requests approval of contract C000866 using cooperative contract 121923-CDW for the purchase of Technology Products and Services with Related Solutions for the Boone County Information Technology Department as a Term & Supply contract. The contract is with CDW Government LLC of Chicago, Illinois.

The contract period will run November 01, 2024 through February 27, 2028 with three (3) one-year renewal options available.

This is considered a Term & Supply contract IT uses for the purchase of a variety of hardware, supplies, related services and support including on-going maintenance. IT does not have a single budgeting source for purchases that will be made off the contract.

/lp

c: Contract File

**PURCHASE AGREEMENT FOR  
TECHNOLOGY PRODUCTS and SERVICES with RELATED SOLUTIONS**

**THIS AGREEMENT**, County Contract **C000866**, awarded from cooperative contract **121923-CDW** dated the 19th day of November 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **CDW GOVERNMENT, LLC**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Technology Products and Services with Related Solutions** in compliance with all bid specifications and any addendums issued for Sourcwell Contract Number **121923-CDW** and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the original bid response may be permanently maintained in the County Purchasing Office and/or the Sourcwell contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Sourcwell Contract Number **121923-CDW**, including Boone County's Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on the **November 1, 2024 through February 27, 2028** with the option to renew the contract period for three (3) subsequent one-year periods subject to the provisions for termination specified below.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Technology Products and Services with Related Solutions in accordance with pricing specified in the contract.

4. **Fixed Asset Tracking** - The contractor shall send a list of any equipment purchased from the contract with the individual serial number to the Boone County Information Technology Department, 801 E. Walnut, Room 220, Columbia, MO, 65201 within thirty (30) calendar days from the date of the County's purchase order.

5. **Delivery** - The contractor shall deliver equipment FOB Destination Freight Prepaid and Allowed (freight pricing is included in pricing quoted) for shipment of shipments/packages less than 70-pounds total weight. For orders weigh 70-pounds or more, or for express or overnight delivery, CDW-G prepays shipping/transportation costs and adds said charges to the invoice. Delivery shall be to the Boone County information Technology Department, 801 E. Walnut, Room 220, Columbia, MO, 65201.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County IT Department and may only include the pricing consistent with contract **121923-CDW**. Invoices shall be sent to the Boone County Information Technology Department, 801 E. Walnut, Room 220, Columbia, MO, 65201 and shall only include prices with contract discounting applied and delivery pricing included (see paragraph 5 above). No additional fees for delivery or extra services not included in **121923-CDW**, or taxes shall be included as additional charges in excess of the charges in contract **121923-CDW**. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount, provided that the County notifies the Vendor of any such disputes within thirty (30) days of receipt of invoice; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

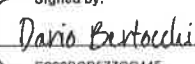
7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect. ***This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.***

8. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**CDW-GOVERNMENT LLC (CDW)**

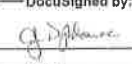
By   
Signed by: E260BCB577CC445...  
 Title Vice President of Contracting Operations

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

  
DocuSigned by: 57400BED98434D4...  
 Presiding Commissioner

APPROVED AS TO FORM:

  
DocuSigned by: 7D71DEAE89D74DD...  
 County Counselor

ATTEST:

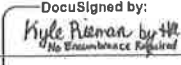
  
Signed by: D267E242BFB948C...  
 County Clerk

**AUDITOR CERTIFICATION**

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

Information Technology Department: Term & Supply

11/6/2024

  
DocuSigned by: Kyle Parnan by H... No Encumbrance Required EB91DB24AAAC48D...

Signature

Date

Appropriation Account

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI**

}

ea.

November Session of the October Adjourned

**Term. 20 24****County of Boone****In the County Commission of said county, on the**

19th

**day of**

November



**20 24****the following, among other proceedings, were had, viz:**

Now on this day the County Commission of the County of Boone does hereby approve an agreement with IEM International, Inc. for Contract C000875 – Emergency Management Consultant Services from RFP 39-20SEP24. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 19<sup>th</sup> day of November 2024.

**ATTEST:**

Brianna L. Lennon  
Clerk of the County Commission

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



# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: November 8, 2024  
RE: Request for Proposal Award Recommendation: 39-20SEP24 (C000875) –  
*Emergency Management Consultant Services* with IEM International, Inc.

Request for Bid 39-20SEP24 (C000875) – *Emergency Management Consultant Services* closed on September 20, 2024. Six proposal responses were received.

Recommendation for award is to IEM International, Inc. of Research Triangle Park, North Carolina per the attached Evaluation Report and scoring. The evaluation committee consisted of the following individuals from Emergency Management Operations: Chris Kelley, Director, Jake Waller, Deputy Director, and Della Luster, Administrative Coordinator.

County contract number is C000875. Invoices will be paid from department 2702 – Emergency Management Operations, account 71101 – Professional Services This is a Term and Supply contract so no encumbrance is required at this time.

ATT: Evaluation Committee Report with Scoring

cc: RFP File  
Chris Kelley, Emergency Management Operations

**PURCHASE AGREEMENT  
FOR  
Emergency Management Consultant Services  
Term & Supply Contract**

**THIS AGREEMENT, contract # C000875 (RFP # 39-20SEP24)** dated the 19th day of November 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **IEM International, Inc.** herein “Vendor.”

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Emergency Management Consultant Services, Boone County Request for Proposal (RFP) number **39-20SEP24**, Addendums #1, #3, #4, Best and Final Offer Request #1/Clarification #1, as well as the Contractor’s RFP response dated September 20, 2024 and Best and Final Offer #1 response dated October 18, 2024, executed by Keith Reynolds on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement and County of Boone Request for Proposal number **39-20SEP24** shall prevail and control over the Contractor’s proposal response

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Emergency Management Consultant Services as described and in compliance with the Request for Proposal and Addendums. The positions with hourly rates are as follows:

Position	Hourly Rate
Senior Advisor	\$251.00
Subject Matter Expert	\$204.00
FEMA Policy Consultant	\$158.00
Program Manager	\$143.00
Senior Grant Management Consultant	\$143.00
Project Manager	\$138.00
Project Accountant	\$138.00
Senior Planner	\$133.00
Grant Management Consultant	\$123.00
Planner II	\$108.00
Planner I	\$84.00
Analytical Aide	\$79.00
Administrative Specialist	\$59.00

3. **Need for Services from Contractor** - When the need for emergency services arises, a representative from the County's Emergency Management Operations will send an email to the awarded Contractors providing them the necessary information as to the scope of work for a given project, location and any Federal or State requirements. The Contractor will be required to submit a quote stating their understanding of the required service by providing a brief outline of the expectation and a total not to exceed price inclusive of all materials, supplies, equipment, labor and

estimated travel costs. All prices must reference back to the billing rates submitted in the Contractor's response. The County reserves the right to obtain clarification on the submitted quotes in the event there is a substantial difference noted. **Work shall not begin until Contractor has received a written Notice to Proceed with Purchase Order from the Boone County Presiding Commissioner.**

4. **Contract Term** - This agreement shall commence on the **execution date above and extend through December 31, 2025** subject to the provisions for termination specified below. The contract shall have **four (4)** one-year renewal options available.

**Renewal Adjustments:** Price adjustments to firm prices listed herein shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. Said certified CPI rates can be found via the Missouri State Tax Commission's website, [www.stc.mo.gov](http://www.stc.mo.gov). The only Consumer Price Index that will be used for this Contract is that rate certified by the Missouri State Tax Commission for the immediately preceding year.

5. **Insurance Requirements** – The Contractor and all subcontractors will be required to provide a certificate of insurance with the attached Insurance Requirements.

6. **Governing Law** - This Agreement shall be interpreted under the laws of the State of Missouri. All disputes under this Agreement shall be presented to the Circuit Court of Boone County or an appropriate Association Division of said Court for resolution.

7. **Billing and Payment** - All billing shall be invoiced to the Office of Emergency Management. Billings may only include the prices listed in the vendor's quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's quote. The County agrees to pay all Monthly Statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement; or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission, delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County; or

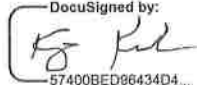
- c. Termination for Convenience – The County may terminate this Agreement for any reason or no reason upon sixty (60) days written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

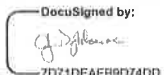
**IEM INTERNATIONAL, INC.**

by   
859100D855BB4FC...  
\_\_\_\_\_  
Manager of Contract Administration  
title \_\_\_\_\_

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
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\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

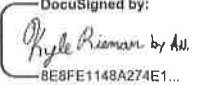
**APPROVED AS TO FORM:**

  
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\_\_\_\_\_  
CJ Dykhous, County Counselor

**ATTEST:**   
D267E242BFB948C...  
\_\_\_\_\_  
Brianna L. Lennon, County Clerk

**AUDITOR'S 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.)

 8E8FE1148A274E1... _____ Signature	11/12/2024 _____ Date	2702/71101 Term & Supply – No Encumbrance Required _____ Appropriation Account
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**CERTIFIED COPY OF ORDER****STATE OF MISSOURI****County of Boone**

} ea.

November Session of the October Adjourned

**Term. 20 24****In the County Commission of said county, on the**

19th

**day of**


November

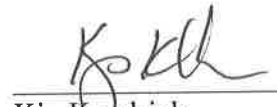
**20 24****the following, among other proceedings, were had, viz:**

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000850 awarded from cooperative contract CT170457009 the NASPO Valuepoint Cloud Solutions contract with Carahsoft Technology Corporation of Reston, Virginia for Cellebrite UFED-4PC Ultimate software for the Boone County Sheriff's Office. The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 19<sup>th</sup> day of November 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

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



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: October 31, 2024  
RE: Award C000850 from Co-op Contract CT170457009, NASPO Valuepoint Cloud Solutions with Carahsoft Technology Corporation for UFED-4PC Ultimate Software License & Support for the Boone County Sheriff's Office

Purchasing requests approval of contract C000850 using the State of Missouri's cooperative contract CT170457009 that is using NASPO Valuepoint's contract for Cloud Solutions. The County will be purchasing four (4) UFED 4PC Ultimate software licenses and support from Carahsoft Technology Corporation for the Boone County Sheriff's Office. The software is used for cell phone forensics by the Sheriff's Office. The Boone County Cyber Crime Task Force is a 2025 recipient of the Missouri State Highway Patrol's Cyber Crime grant.

The contract period is November 01, 2024 through September 15, 2026. The contract appears to have no renewals but if the State of Missouri extends the contract, the County will amend its contract to similarly extend the contract period.

Payments will reference this coding:

- 1251 - General Fund Sheriff Operations/70100 – Software Subscriptions: **FY24** \$6,831.00
- 1253 - General Fund Sheriff Grants/70100 – Software Subscriptions: **FY24** \$13,662.00
- 1253 - General Fund Sheriff Grants/70100 – Software Subscriptions: **FY25** \$6,831.00

/lp

c: Contract File



**PURCHASE AGREEMENT FOR  
NASPO VALUEPOINT CLOUD SOLUTIONS –  
CELLEBRITE UFED 4PC LICENSES AND SUPPORT**

**THIS AGREEMENT, C000850**, awarded from cooperative contract **CT170457009**, dated the 19th day of November 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Carahsoft Technology Corporation**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **NASPO ValuePoint Cloud Solutions** in compliance with the State of Missouri Contract **CT170457009**, the Carahsoft Government Price Quotation, **Attachment One** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri contract **CT170457009**, and Boone County's Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Contract Period** – The contract period shall be **November 01, 2024 through September 15, 2026**. In the event the State of Missouri renews or extends State of Missouri Contract **CT170457009**, the County reserves the right to renew or extend its contract for the same time period, terms and pricing as State of Missouri Contract **CT170457009**.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Celebrite UFED 4PC Ultimate Licenses and Support pursuant to quote 41536960 attached hereto as Attachment One:

Product Description	Quantity	Coverage Dates	Firm Price – Per Each License/Dongle	Extended Price - Total
UFED 4PC Ultimate Subscription Cellebrite Inc. – B-UFD-10-001 Dongles: 1051600674; 256470317	2	Start Date: 11/07/2024 End Date: 11/06/2025	\$6,831.00	\$13,662.00
UFED 4PC Ultimate Subscription Cellebrite Inc. – B-UFD-10-001 Dongle: 1953350181	1	Start Date: 11/27/2024 End Date: 11/26/2025	\$6,831.00	\$6,831.00
UFED 4PC Ultimate Subscription Cellebrite Inc. – B-UFD-10-001 Dongle: 311152969	1	Start Date: 04/07/2025 End Date: 04/06/2026	\$6,831.00	\$6,831.00
<b>Total Price:</b>				<b>\$27,324.00</b>

4. **Billing and Payment** - All billing shall be invoiced to the **Boone County Sheriff's Office** (2121 County Drive, Columbia, Missouri, 65202) and billings may only include pricing consistent with the terms of contract. All pricing shall include shipping and transportation charges and be delivered FOB Delivery, Freight Prepaid and Allowed. The County agrees to pay all invoices within thirty days of receipt following acceptance. The contractor agrees to honor any cash or prompt payment discounts offered in its quote response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.



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

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

7. **Missouri State Highway Patrol Cyber Crimes Grant** – The Contractor shall understand, acknowledge and agree that the Boone County Sheriff's Office is a recipient of funding through the Missouri State Highway Patrol Cyber Crimes Grant and is a "recipient" of said funding and is therefore subject to all terms presented in **Attachment Two** which shall be incorporated into the contract by reference. The Contractor's performance under the Purchase Agreement shall not interfere or otherwise inhibit or prevent the Boone County Sheriff's Office with its ability to comply with said grant requirements.

8. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**CARAHSOFT TECHNOLOGY CORPORATION**

by Signed by: Natalie L May  
085984ACC6C94B8...  
 title State & Local Contracts Manager

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

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

APPROVED AS TO FORM:

DocuSigned by: [Signature]  
7D71DEAE89D74DD...  
 County Counselor

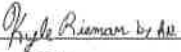
ATTEST:

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

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

1251 /70100: **FY24** \$6,831.00  
1253/70100: **FY24** \$13,662.00  
1253 /70100: **FY25** \$6,831.00

DocuSigned by:  8E9FE1148A274E1...	11/6/2024	
Signature	Date	Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 24

County of Boone

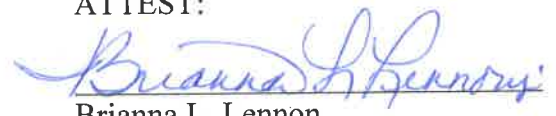
In the County Commission of said county, on the 19th day of November 20 24

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

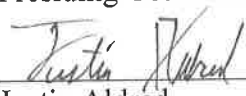
Now on this day the County Commission of the County of Boone does hereby approve a Contract Amendment with Southern Boone County Schools for Expansion of Educational Agriculture Program. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

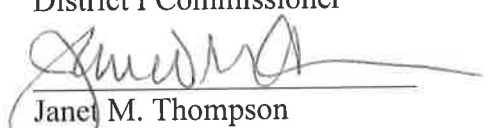
Done this 19<sup>th</sup> day of November 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: November 4, 2024  
RE: Amendment # 2 to ARPA Funding Subrecipient contract: *C000729 – Expansion of the Educational Agriculture Program* with Southern Boone County Schools

ARPA Funding Subrecipient contract *C000729 – Expansion of the Educational Agriculture Program* was approved by commission for award to Southern Boone County Schools on February 8, 2024, commission order # 84-2024.

The amendment changes the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.

No additional encumbrance is required for this amendment from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.

cc: Contract File


555-2024 11.19.2024  
Commission Order #: \_\_\_\_\_ Date: \_\_\_\_\_**CONTRACT AMENDMENT NUMBER TWO  
EXPANSION OF THE EDUCATIONAL AGRICULTURE PROGRAM**

The Agreement, Boone County Contract **C000729** dated February 8, 2024 made by and between Boone County, Missouri and **Southern Boone County Schools** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. CHANGE the expense incurred deadline to December 31, 2025 in the contract and the ARPA funding certification.
2. 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.

**SOUTHERN BOONE COUNTY SCHOOLS**

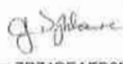
Signed by:  
  
CAA9247878734A3...  
By \_\_\_\_\_  
Tim Roth, Superintendent

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

DocuSigned by:  
  
57400BED96434D4...  
\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
  
7D71DEAEB9D74DD...  
\_\_\_\_\_  
CJ Dykhous, County Counselor

ATTEST:

Signed by:  
  
D267E242BFB948C...  
\_\_\_\_\_  
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 the contract do not create a measurable county obligation at this time.)

DocuSigned by:  
  
No Encumbrance Required  
8C24BD84EE7A483...  
11/4/2024 2983-84200 – No Encumbrance Required  
\_\_\_\_\_  
Signature Date Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 24

In the County Commission of said county, on the 19th day of November 20 24

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


Now on this day the County Commission of the County of Boone does hereby approve inter-agency agreement C000879 - Juvenile Justice Center Improvements with Boone County Circuit Court to obligate the ARPA funds for the JJC project. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 19<sup>th</sup> day of November 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** November 13, 2024  
**RE:** Inter-Agency Contract *C000879 – Juvenile Justice Center Improvements*  
with Boone County Circuit Court

Boone County Legal Department requested Purchasing route for Commission approval the attached agreement *C000879 – Juvenile Justice Center Improvements* with the 13<sup>th</sup> Judicial Court to obligate the ARPA funds for the JJC project.

cc: Contract File

Commission Order #: 556-2024 Date: 11.19.24

**ARPA INTERAGENCY AGREEMENT**  
**Boone County Contract #C000879**  
**Juvenile Justice Center Improvements**

This Interagency Agreement, **C000879**, ("Agreement") is made between Boone County, Missouri ("County") and the 13<sup>th</sup> Judicial Circuit ("Agency").

**WHEREAS**, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

**WHEREAS**, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

**WHEREAS**, County intends to obligate certain ARPA funds by this Agreement in advance of the obligation deadline of December 31, 2024; and

**WHEREAS**, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**A. PURPOSE**

The County hereby agrees to provide SLFRF funding, in the amount set forth herein, to the Agency to facilitate the implementation of the Program set forth herein.

**B. SCOPE OF PROGRAM**

The \$438,225 ARPA funds will be used to support the JJC by making adaptations to this congregate living facility for in-custody juveniles by helping them expand their security video system to facilitate use of outdoor space, renovate bathrooms to allow for independent usage, renovate the monitoring station to allow for a barrier between residents and staff, create no-contact visitation rooms, and eliminate some in-person contact points by facilitating remote monitoring which will protect both staff and the in-custody juveniles from unnecessary potential exposure to COVID-19. These changes to the JCC facility will help mitigate the spread of COVID-19, as well as provide more effective use of outdoor space for recreational activities and program expansions.

**C. TERM**

The term of this Agreement shall begin on the date of County approval and end on June 30, 2026 unless terminated earlier in accordance with this Agreement.

**D. FINANCIAL AND PERFORMANCE REQUIREMENTS**

1. **Funding.** Subject to the availability of SLFRF funding, County shall provide funds to the Agency for the Program, in an amount not to exceed **Four Hundred Thirty-Eight Thousand Two Hundred Twenty-Five Dollars (\$438,225.00)** for the term. Any expenses/costs incurred by Agency in excess of this amount shall be the sole responsibility of Agency.

2. **Budget.** Agency agrees that although the costs of the overall project may exceed the ARPA funding provided for herein that the total not-to-exceed ARPA funds from this agreement shall be as set out above



3. **Payment.** County shall make SLFRF funding as specified in this Agreement on a reimbursement basis to Agency. The SLFRF funding shall be used to provide the services described in this Agreement. Any SLFRF funding advanced to Agency prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. **Reporting.** The Agency agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and the County to meet any reporting deadlines. The Agency shall adhere to the instructions and format, including specific forms required by the County and the U.S. Department of Treasury for the SLFRF funding.

5. **Audits.** The Agency shall comply with all applicable provisions of the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200) and the regulations and guidance propagated by the U.S. Department of the Treasury applicable to SLFRF funding. At any time during business hours and as often as the County may deem necessary, there shall be made available for examination, the Agency's records with respect to matters covered by this Agreement. The Agency shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. **Records.** The Agency shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

#### **E. CORRECTIVE ACTION AND TERMINATION**

1. **Corrective Action.** Upon written notice, County may require the Agency to take corrective action so the Agency is in compliance with federal, state, or local laws, regulations, or rules related to the SLFRF funding for the Program. Corrective action may be required for but is not limited to instances in which the Agency: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. County may require corrective action of the Agency, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) Program suspension, and (e) reduction/repayment of funding.

2. **Termination.** Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to County forthwith. Any funds advanced to the Agency for services not yet rendered shall be returned to County immediately.

#### **F. Further written agreements.**

County may require Agency to enter into further agreements with County for the administration of the ARPA funds obligated under this Agreement and may condition ARPA payments on the execution and compliance with such further Agreements.

IN WITNESS WHEREOF, the parties hereto agreement to terms of this Agreement as of the date and year first written below.

Agency - 13<sup>th</sup> Judicial Circuit

By:

DocuSigned by:  
*Cindy Garrett*  
4870EA2E0D774E6...

Cindy Garrett, Court Administrator

Boone County, Missouri

By: Boone County Commission

DocuSigned by:  
*Kip Kendrick*  
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

ATTEST:

Signed by:  
*Brianna L. Lennon*  
D267E242BFB948C...

Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:  
*CJ Dykhous*  
7D71DEAEB9D74DD...

CJ Dykhous, County Counselor

**BOONE COUNTY AUDITOR CERTIFICATION:** In accordance with RSMo. §50.660, I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

DocuSigned by:  
*Kyle Rusan*  
by *KF*  
8C24BD94EE7A483...

11/13/2024

2983-83810 / \$438,225

Signature

Date

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

November Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

19th

day of

November

20 24

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 tower agreement between Boone County, Missouri and Darrin Wyatt, Tower location: 245 County Road 440, New Franklin, MO.

It is further ordered the presiding Commissioner is hereby authorized to sign the attached Tower Agreement.

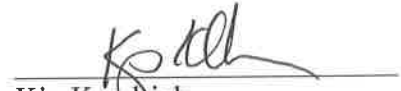
Done this 19<sup>th</sup> day of November 2024.

ATTEST:



Brianna L. Lennon

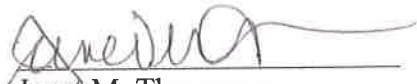
Clerk of the County Commission



Kip Kendrick  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## TOWER PROPERTY LEASE

The parties, **Darrin Wyatt, Trustee of the Jimmy L. Wyatt Trust, Lessor**, and **Boone County**, a Missouri first-class county, **Lessee**, enter this Lease on this 19<sup>th</sup> day of November, 2024.

**1. Purpose and Property:** Lessor hereby leases to Lessee the as-built tower compound, including the radio tower, tower anchor points, shed, tower compound space, and utility access to the tower compound, to Lessee. The as-built tower compound is on property commonly known as 245 County Road 440, New Franklin, Missouri 65274, and can be more particularly located at the following coordinates: XCoord: -92.587735; YCoord: 38.993597. Lessee will use the demised premises exclusively to own and operate a communication facility. Lessor also leases to Lessee such easements as are reasonably necessary for utility access routes and service access to the above-described property.

**2. Term and Renewal:** The term of this agreement will be 5 years, commencing on November 1, 2025 and ending on October 31, 2030. Thereafter, the lease shall automatically renew for successive, one-year terms, with a three percent (3%) annual escalator applied to the annual rental amount, unless either party notifies the other in writing of their intent to terminate the Lease prior to the commencement of a new, one-year term.

**3. Rent:** The annual rent will be paid within sixty (60) day of the start of a new rental term, except for the first term which shall be paid within sixty (60) days of the date this Lease is executed, and shall be in the following amount as follows:

11/01/24 to 10/31/25	\$ 2,609.55
11/01/25 to 10/31/26	\$ 3,000.00
11/01/26 to 10/31/27	\$ 3,090.00
11/01/27 to 10/31/28	\$ 3,182.70
11/01/28 to 10/31/29	\$ 3,376.53
11/01/29 to 10/31/30	\$ 3,477.83

**4. Maintenance:** Lessee will be solely responsible for maintaining and mowing any areas on the property upon or within which Lessee places fencing or improvements, the staging area in front of the shelter compound, and any driving areas.

**5. Governmental Regulation:** Lessee will comply with all governmental regulations regarding the operation of the Communications Facility and tower ownership and radio operation.

**6. Taxes:** Lessor will pay all taxes, assessment, and liens associated with the property, while Lessee will pay all taxes, assessment, and liens associated with the Communications Facility,

structures, improvements, radio tower, and attachments that may be levied against a governmental entity.

**7. Surrender of Property:** Upon expiration or termination of this Lease, Lessee will remove the tower steel, guys, and shed at Lessee's expense and return the property to Lessor.

**8. Destruction or Damage to Tower:** Should the facility be destroyed or substantially damaged, Lessee may terminate this Lease without cost or penalty within 60 days after such destruction or damages occurs by notifying Lessor of this termination in writing.

**9. Insurance:** Lessee will maintain general liability insurance in the amount of at least One Million Dollars until this Lease's expiration or termination.

**10. Termination:** Lessee may terminate this lease for any reason by giving Lessor 180 days notice in writing.

**11. Notices:** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or certified mail (return-receipt requested) in a sealed envelope, postage prepaid, and addressed as follows:

a. If to the Lessor:

i. Darrin Wyatt, 259 County Road 440, New Franklin, Missouri 65274.

b. If to the Lessee:

i. Boone County Joint Communications Director, 2145 E. County Drive,  
Columbia, Missouri 65202.

**IN WITNESS WHEREOF,** Landlord and Tenant have duly executed and delivered this Lease Amendment by their duly authorized signatories effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

**LESSOR:**

  
Darrin Wyatt, Trustee

Telephone: 660-888-5540

**LESSEE:**

Boone County

(By and through its County Commission):

BY: \_\_\_\_\_

Kip Kendrick, Presiding Commissioner

**ATTEST:**

\_\_\_\_\_  
Brianna L. Lennon

Brianna L. Lennon, County Clerk

Approved as to legal form:

\_\_\_\_\_  
Charles J. Dykhouse

Charles J. Dykhouse, County Counselor

**Auditor Certification:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract for the budget year indicated below.

Kyle Rieman by A.N. @ 11-12-24

Kyle Rieman, Auditor

Date

**CERTIFIED COPY OF ORDER****STATE OF MISSOURI****County of Boone**

} ca.

November Session of the October Adjourned

**Term. 20 24**

In the County Commission of said county, on the 19th day of November 20 24  
the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby adopt the attached Boone County Rural Gravel Road Paving Program Guidelines. This Commission Order supersedes and replaces the Boone County Public Works Surface Upgrade Guidelines originally adopted on July 23, 2002, by Commission Order # 325-2002 and later revised on January 21, 2003, and March 18, 2003, by Commission Order #24-2003 and #130-2003 respectively.

Done this 19<sup>th</sup> day of November 2024.

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 RURAL GRAVEL ROAD PAVING PROGRAM GUIDELINES**

## **Purpose:**

The purpose of the program is to prepare and pave existing, rural, county-maintained, gravel roads that have traffic volumes high enough to create a maintenance burden for the Road & Bridge Department. Historical knowledge has indicated a significant increase in maintenance activity is required when gravel road average daily traffic (ADT) counts reach the 200 ADT to 250 ADT range.

This program is not intended to be used for roads that have, or are projected to have, 750 or greater ADT.

## **Minimum Requirements:**

Gravel roads selected for this program must have a minimum traffic count of 200 ADT. Segments of adjacent or other gravel roads below 200 ADT may be included at the County's discretion if they provide a benefit to the County or are deemed an excessive maintenance burden.

Each road must meet, or have the ability to meet, the minimum design width criteria of 22 feet.

The proposed pavement must connect to at least one existing, publicly maintained, and paved roadway.

## **Establishing Priorities:**

The County Commission will consider all relevant factors in determining the project list for this program. Factors to be considered shall include, but not be limited to, the following:

Roads with higher traffic counts will generally be prioritized over roads with lower counts.

Through roads will generally be prioritized over dead-end roads.

Roads with less required preparation work (i.e. culvert replacement, tree trimming/removal, widening, ditching, etc.) will generally be prioritized over roads requiring more preparation work.

Roads with fewer utility conflicts will generally be prioritized over roads with more such conflicts.

Roads with adequate easements will generally be prioritized over roads requiring additional easements.

Roads that have posed significant safety issues will generally be prioritized over roads with fewer safety issues.



# **BOONE COUNTY RURAL GRAVEL ROAD PAVING PROGRAM GUIDELINES**

## **Project List:**

A project list for the program will be drafted for gravel roads meeting the minimum requirements and will be grouped by potential construction years and availability of funding.

The project list will be dynamic. Roads and rankings on the list may change over time as new traffic counts are taken and other factors impact potential projects.

Some roads on the list may need to be moved to other construction years if they will not be ready for the next bid year or construction years may be combined if more roads are ready sooner than expected.

Roads with traffic counts  $\geq 200$  ADT that are trending upward will be added to the list over time as new traffic counts are taken.

Roads may drop off the list if they drop below 200 ADT and have been trending downward.

## **Engineering Design and Surveying Standards:**

A Professional Engineer shall design each project utilizing the AASHTO Guidelines for Geometric Design of Low-Volume Roads. Pavement sections will be designed to adequately carry the anticipated weights, volumes and types of vehicles for each roadway.

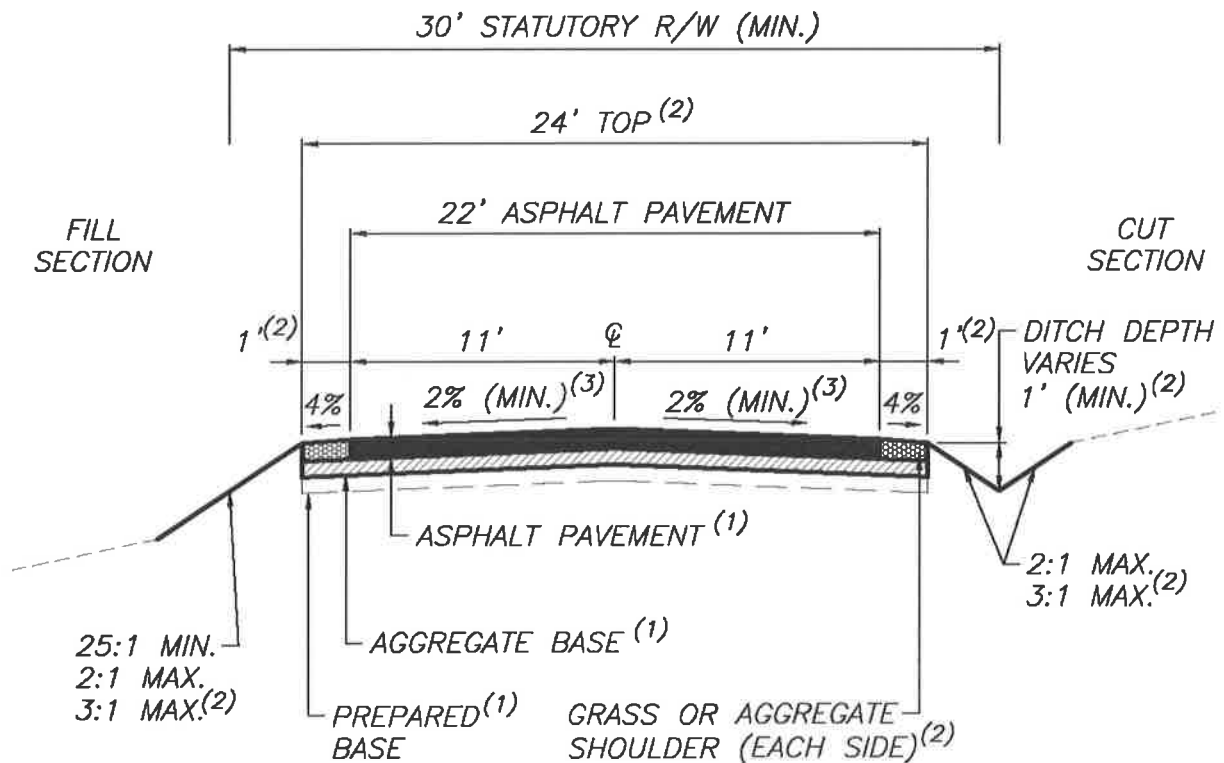
When converting a gravel roadway to paved, the horizontal and vertical alignment of the roadway should be compatible with the anticipated traffic speeds. Therefore, each roadway will be reviewed at the critical locations utilizing the above referenced guidelines to establish its design speed. Should costs or right-of-way prohibit the upgrading of all substandard sections, warning devices will be placed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

A Professional Land Surveyor shall prepare legal descriptions for all easements and right-of-way required for each project.

A typical road cross-section diagram of the minimum project road design is attached hereto and incorporated into this policy as Exhibit 'A'.

# BOONE COUNTY RURAL GRAVEL ROAD PAVING PROGRAM GUIDELINES

## Exhibit 'A' Typical Minimum Road Cross-Section For Paving Existing, Rural, County-Maintained Gravel Roads



### NOTES:

1. THICKNESS TO BE DETERMINED BY SITE-SPECIFIC DESIGN.
2. WHERE POSSIBLE BASED ON SITE-SPECIFIC CONDITIONS.
3. VARIES IN SUPERELEVATED CURVES.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

19th

day of

November

20 24

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

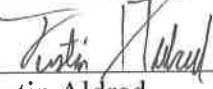
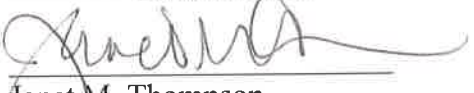
Now on this day, the County Commission of the County of Boone does hereby approve the  
Emergency Management Performance Grant, Mini Grant Award.

Done this 19<sup>th</sup> day of November 2024.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

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



State Emergency Management Agency  
2302 Militia Drive  
P.O. Box 116  
Jefferson City, MO 65102  
Phone: (573) 526-9100  
Fax: (573) 634-7966

## SUBRECIPIENT AWARD

DATE

11/6/2024

Award Number

EMK-2023-EP-0004-SL01

Amendment No.

N/A

GRANTEE NAME

Boone County, Emergency Management Agency

GRANTEE VENDOR NUMBER

43-6000349

GRANTEE ADDRESS

2145 County Drive  
Columbia, MO 65202

ISSUING AGENCY

MO State Emergency Management Agency  
PO Box 116  
Jefferson City, MO 65102

### GRANT INFORMATION

PROJECT TITLE

FY 2023 Emergency Management Performance Grant  
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO  
97.042

FEDERAL AWARDING AGENCY

Federal Emergency Management Agency

PERFORMANCE PERIOD

FROM: 11/6/2024 TO: 06/30/2025

FEDERAL AWARD AMOUNT

\$11,000.00

LOCAL COST SHARE

\$0.00

TOTAL AWARD AMOUNT

\$11,000.00

### CONTACT INFORMATION

#### EMPG GRANT SPECIALIST

NAME

Krystal Barnes

E-MAIL ADDRESS

[Krystal.Barnes@sema.dps.mo.gov](mailto:Krystal.Barnes@sema.dps.mo.gov)

TELEPHONE

(573) 526-9256

#### GRANTEE PROJECT DIRECTOR

NAME

Chris Kelley, EMD

E-MAIL ADDRESS

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

TELEPHONE

(573) 554-7900

#### SUMMARY DESCRIPTION OF PROJECT

The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. This award is not for Research and Development. There is no indirect cost rate for this award.

TYPED NAME AND TITLE OF SEMA OFFICIAL

James Remillard, Director

SIGNATURE OF APPROVING SEMA OFFICIAL

DATE

11/6/2024

TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL

Kip Kendrick, Presiding Commissioner

SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL

DATE

11/19/2024

**THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIFIC CONDITIONS.**

## SPECIFIC CONDITIONS

DATE  
11/6/2024

AWARD NUMBER  
EMK-2023-EP-0004-SL01

### **Article I - Acknowledgement of Federal Funding from DHS**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Article II - Activities Conducted Abroad**

All subrecipients must ensure that project activities carried outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article III - Age Discrimination Act of 1975**

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Article IV - Americans with Disabilities Act of 1990**

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act (42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All subrecipients who collect personally identifiable information (PII) are required to have a publically available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

### **Article VI- Civil Rights Act of 1964 – Title VI**

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Article VII - Civil Rights Act of 1968**

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Subpart D.).

## **Article VIII – Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under Federal awards.

## **Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

## **Article X - Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

## **Article XI - Drug-Free Workplace Regulations**

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article XII - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies; to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards; or for other reasons. However, these prohibitions would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

### **Article XIII - Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of the Energy Policy and Conservation Act (42 U.S.C. § 6201), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

### **Article XIV - False Claims Act and Program Fraud Civil Remedies**

All subrecipients must comply with the requirements of the False Claims Act (31 U.S.C. § 3729), which set forth that no recipient of Federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

### **Article XV – Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

### **Article XVI - Fly America Act of 1974**

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### **Article XVII - Hotel and Motel Fire Safety Act of 1990**

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevent and control guidelines of Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a.

### **Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), prohibition against discrimination on the basis of national origin, which requires that recipients of Federal awards take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **Article XIX - Lobbying Prohibitions**

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under a Federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## **Article XX - Non-supplanting Requirement**

All subrecipients who receive Federal awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

## **Article XXI - Patents and Intellectual Property Rights**

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

## **Article XXII - Procurement of Recovered Materials**

All subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, (42 U.S.C. § 6962.). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article XXIII - Contract Provisions for Non-Federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must



report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Article XXIV – SAFECOM**

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXV - Terrorist Financing**

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Executive Order and laws.

#### **Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

#### **Article XXVII - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons.

All subrecipients must comply with the requirements of the government-wide Federal award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

#### **Article XXVIII - Rehabilitation Act of 1973**

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article XXIX - USA Patriot Act of 2001**

All subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### **Article XXX - Use of DHS Seal, Logo, and Flags**

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XXXI - Whistleblower Protection Act**

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### **Article XXXII - SEMA Specific Acknowledgements and Assurances**

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

#### **Article XXXIII- Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

#### **Article XXXIV - Prior Approval for Modification of Approved Budget**

Before making any changes to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

#### **Article XXXV - Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2020 Notice of Funding Opportunity and the Missouri 2020 EMPG Program Manual.

#### **Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving**

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal government.

#### **Article XXXVII – National Environmental Policy Act**

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXXIX – Acceptance of Post Award Changes**

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article XXXX – Universal Identifier and System of Award Management**

Unless the subrecipient is exempted from this requirement under 2 CFR 25.110, the subrecipient must maintain the currency of their information in the System for Award Management (SAM) until the subrecipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the subrecipient's information or another award term.

#### **Article XXXXI – Ensuring the Future is Made in All of America by All of America's Workers**

All subrecipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and Executive Order 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a Federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### **Article XXXXII – John S. McCain National Defense Authorization Act of Fiscal Year 2019**

All subrecipients, and their contractors and subcontractors are subject to the prohibitions described in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, and their contractors and subcontractors – prohibits obligating or expending Federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### **Article XXXXIII – Other Specific Conditions**

1. All purchases made under this award must be received and paid for by June 30, 2025.
2. All supporting documentation for reimbursement must be submitted to SEMA by July 31, 2025.
3. Agency will provide SEMA a copy of the local procurement policies or indicate county/city follows State procurement policies.

560-2024

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

19th

day of

November

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Maintenance Training Agreement between Boone County and the Brookfield Police Department.

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

Done this 19<sup>th</sup> day of November 2024.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 19<sup>th</sup> day of November, 2024, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Brookfield Police Department (Agency):

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

**WHEREAS**, Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

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

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

**1. MAINTENANCE TRAINING.** BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.

**2. EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

**3. CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Two Thousand Dollars (\$2,000.00) for the training contemplated herein, calculated at a rate of \$100/session. Agency shall pay one-half, or \$1,000.00, upon execution of this contract and the remaining one-half, or \$1,000.00, after ten (10) sessions have been completed.

**4. TERM AND TERMINATION.** The term of this Agreement shall begin on the 1st day of September, 2024, for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$100.00 per session.

**5. MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

**6. FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

Exhibit "A"

**INFORMED CONSENT WAIVER AND RELEASE**

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

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

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

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

**Signature of Participant/Date**

Jeff Henke 9-30-24

**Printed Name of Participant**

Jeff Henke

**7. ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

**8. AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

**AGENCY**

By:

Printed Name:

Attest:

**BOONE COUNTY, MISSOURI**

By:

Kip Kendrick, Presiding Commissioner

Attest:

Brianna L. Lennon, County Clerk

Approved:

Dwayne Carey, Sheriff

Approved as to legal form:

CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:

Kyle Rieman, Auditor