530 -2025

STATE OF MISSOURI

ea.

October Session of the October Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

21st

day of October

20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 117, Custodian, and does hereby authorize an appropriation of \$17.00 per hour for the salary of said position.

Done this 21st day of October 2025.

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 OF MISSOURI

ea.

October Session of the October Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the

21st

day of October

25 20

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 Training Agreement between Boone County and Higginsville 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 21st day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson District II Commissioner

COOPERATIVE AGREEMENT FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the 213 day of 1ctober, 2025, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Higginsville Police Department (Agency):

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

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

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic training program; and

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

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

- 1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
- 2. TRAINING. BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
- 3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its 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.
- 4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Two Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
- 5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 20th day of October, 2025, and sessions will proceed consecutively, Monday –

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

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

AGENCY Higs insuille

By: low Juny

Printed Name:

Tom Long

Attest:

SO AGREED.

BOONE COUNTY, MISSOURI

Rv

Kip Kendlick, Presiding Commissioner

Attest:

Brianna L. Lennon, County Clerk

Approved:

Dw yne Carey, Sheriff

Approved as to legal form:

Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:

Kule Rieman Auditor

Revenue Account

Exhibit "A" INFORMED CONSENT WAIVER AND RELEASE

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

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

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

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

| Signature of Participant/Date 403 | Date: <u>08-25-2025</u> |
|------------------------------------|-------------------------|
| Printed Name of Participant | |
| Chad Burns | |

532 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

25 Term. 20

County of Boone

In the County Commission of said county, on the

21st

day of October

25

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #1 to the Animal Control Services Cooperative Agreement with the City of Columbia. The original agreement was approved in Commission Order 124-2025. The terms of Amendment #1 are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 21st day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

District II Commissioner

| Introduced by Buff of | rloe | | | |
|-----------------------------|------------------|----------|--|--|
| First Reading 9-15-25 | Second Reading | 10-6-25 | | |
| Ordinance No026 <u>1</u> 24 | Council Bill No. | B 253-25 | | |
| AN OPDINANCE | | | | |

AN ORDINANCE

authorizing amendment number one to the agreement with Boone County, Missouri for 2025 animal control services; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute amendment number one to the agreement with Boone County, Missouri for 2025 animal control services. The form and content of the amendment shall be substantially in the same form as set forth in "Exhibit A" attached hereto. Any actions taken by or on behalf of the City in connection with such amendment prior to the date of this ordinance are hereby approved and ratified.

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

ath day of PASSED this

ATTEST:

Mayor and Presiding Officer

APPROVED AS TO FORM:

Counselor

AMENDMENT NUMBER ONE TO ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into on the date of the last signatory noted below, by and between the **City of Columbia, Missouri**, a municipal corporation, hereinafter called the "City" and **Boone County, Missouri**, hereinafter called the "County,"

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, the parties have entered into an agreement for Animal Control services approved by ordinance adopted from City Council Ordinance 025900 (Council Bill B 23-25) and Boone County Commission Order 124-2025; and

WHEREAS, the parties desire to amend said agreement to reflect the parties' operational plans for the annual reconciliation process.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

- 1. Amend paragraph 7 so that the reconciliation contemplated therein shall occur by December 31, 2025.
- 2. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement
- 3. Except as specifically amended herein, the parties' prior agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

THE CITY OF COLUMBIA, MISSOURI

E-SIGNED by De'Carlon Seewood

BY: on 2025-10-07 13:42:14 GMT

RR

De'Carlon Seewood, City Manager

Date: October 07, 2025

ATTEST:

E-SIGNED by Sheela Amin on 2025-10-07 14:18:16 GMT

Sheela Amin, City Clerk

APPROVED AS TO FORM:

E-SIGNED by Nancy Thompson on 2025-10-01 02:26:32 GMT

Nancy Thompson, City Counselor

BOONE COUNTY, MISSOURI

RV.

Kip Kendrick, Presiding Commissioner

Date:

ATTEST

Brianna Lennon, County Clerk

APPROVED AS TO FORM:

C.J Dykhouse County Counselor

ACKNOWLEDGED:

Kyle Rieman, Boone County Auditor

Date

STATE OF MISSOURI

ea.

October Session of the October Adjourned

Term. 20 25

County of Boone

J

21st

day of October

20 25

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #1 to the Health Services Cooperative Agreement with the City of Columbia. The original agreement was approved in Commission Order 154-2025. The terms of Amendment #1 are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 21st day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson
District II Commissioner

| Introduced by | Buffaloe | |
|---------------|----------|--|
| | | |

First Reading ____ 9-15-25

Second Reading 10-6-25

Ordinance No. 026123

Council Bill No. B 252-25

AN ORDINANCE

authorizing amendment number one to the agreement with Boone County, Missouri for 2025 public health services; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute amendment number one to the agreement with Boone County, Missouri for 2025 public health services. The form and content of the amendment shall be substantially in the same form as set forth in "Exhibit A" attached hereto. Any actions taken by or on behalf of the City in connection with such amendment prior to the date of this ordinance are hereby approved and ratified.

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

PASSED this <u>late</u> day of <u>October</u>, 2025.

ATTEST:

City Clerk

City Counselor

Mayor and Presiding Officer

APPROVED AS TO FORM:

AMENDMENT NUMBER ONE TO HEALTH SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into on the date of the last signatory noted below, by and between the **City of Columbia, Missouri**, a municipal corporation, hereinafter called the "City" and **Boone County, Missouri**, hereinafter called the "County,"

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, the parties have entered into an agreement for Health Services and On-Site Sewage services approved by ordinance adopted from City Council Ordinance 025912 (Council Bill B 35-25) and Boone County Commission Order 154-2025; and

WHEREAS, the parties desire to amend said agreement to reflect the parties' operational plans for the annual reconciliation process.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

- 1. Amend Section IX so that the reconciliation contemplated therein shall occur by December 31, 2025.
- 2. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement
- 3. Except as specifically amended herein, the parties' prior agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

THE CITY OF COLUMBIA, MISSOURI

E-SIGNED by De'Carlon Seewood

on 2025-10-07 13:42:31 GMT De'Carlon Seewood, City Manager

RV

Date: October 07, 2025

ATTEST:

E-SIGNED by Sheela Amin on 2025-10-07 14:17:54 GMT

Sheela Amin, City Clerk

APPROVED AS TO FORM:

E-SIGNED by Nancy Thompson on 2025-09-30 21:15:14 GMT

Nancy Thompson, City Counselor

BOONE COUNTY, MISSOURI

BY: Kip Kendrick, Presiding Commissioner

Brianna Lennon, County Clerk

APPROVED AS TO FORM:

Dykhouse, County Counselor

ACKNOWLEDGED:

Kyle Rieman, Boone County Auditor Date

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 25

County of Boone

21st

day of October

25 20

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the attached Annual Cooperative Agreement with the City of Sturgeon for road sales tax revenue.

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

Done this 21st day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

District II Commissioner

BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR COOPERATIVE AGREEMENT APPLICATION ENTITIES¹

| THIS AGREEMENT, dated this 21st day of October | , 2025, is |
|--|-------------|
| made and entered into by and between Boone County, a first class non-charter co | ounty and |
| political subdivision of the State of Missouri by and through its County Commiss | ion, herein |
| "County" and the City of Sturgeon, a municipal corporation, herein "City". | |

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011& 609-2012 are incorporated into this agreement by reference.

2. COUNTY AGREEMENTS:

a. County will pay to the City the sum of Fifty-One Thousand Eight Hundred Fifty-Two Dollars and Thirty-Six Cents (\$51,852.36) as determined by the formula for Year 1 of the 6-year cycle as described in Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 469-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.
- 4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and

- the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
- 5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
- 6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
- 7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
- 8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
- 9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
- 10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
- 11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
- 12. **NONAPPROPRIATION**. The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law.

Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

- 13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
- 14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
- 15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- 16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
- 17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

CITY OF STURGEON BOONE COUNTY By: By: -Signed by: Seth Trusdell Authorized City Representative Presiding Commissioner Date: 10/15/2025 Date: 10/10/2025 ATTEST: ATTEST: Signed by: Melissa Boots Brianna Llennon City Clerk County Clerk APPROVED AS TO FORM: APPROVED AS TO FORM: Jackie Rodgers of sitting City Attorney County Attorney **Boone County Auditor Certification:** I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.) -Docutigned by: Kula Riaman 10/15/2025 County Auditor

Date

535 -2025

STATE OF MISSOURI

ea.

October Session of the October Adjourned

Term. 20 25

County of Boone

J

In the County Commission of said county, on the

21st

day of October

20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #1 to Contract C001026 (10-28MAY25) with ATTA Elevators St. Louis, Inc. The terms of the agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 21st day of October 2025.

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

Amy Gerskin Buyer



5551 S. Tom Bass Rd. Room 205 Columbia, MO 65201 Phone: (573) 886-4393 agerskin@boonecountymo.org

TO:

Boone County Commission

FROM:

Amy Gerskin, Buyer

DATE:

October 9, 2025

RE:

Amendment #1 to Contract C001026 (10-28MAY25) - Elevator

Upgrades and Modernizations at the Boone County Government

Center

Purchasing requests approval for Amendment 1 to contract *C001026 (10-28MAY25)* – *Elevator Upgrades and Modernizations at the Boone County Government Center* which was approved by commission for award to ATTA Elevators St. Louis, Inc. on August 12, 2025, commission order 388-2025. Amendment #1 will extend the deadline for this project to July 31, 2026.

CC:

Jody Moore, Facilities Management

Contract File

| Commission Order: 525-2025 | Date: 10.21.2025 |
|----------------------------|------------------|
|----------------------------|------------------|

CONTRACT AMENDMENT NUMBER ONE ELEVATOR UPGRADES AND MODERNIZATIONS AT THE BOONE COUNTY GOVERNMENT CENTER

The Agreement C001026, awarded from Boone County Request for Bid #10-28MAY25, dated August 12, 2025, made by and between Boone County, Missouri and ATTA Elevators St. Louis Inc., for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. **REVISE** paragraph 2. Contract Duration to the following:

 The agreement shall commence on the Date of Award and extend through July 31, 2026. All work as described in the contractor's proposal response shall be completed on or before July 31, 2026.
- 2. **REMOVE** the reference to furniture in paragraph 4. Delivery. Replace with "Equipment".
- 3. 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.

| agreement on the day and year first abov | e written. | |
|--|-----------------------|--|
| ATTA ELEVATORS ST. LOUIS INC | В. | OONE COUNTY, MISSOURI |
| By David Colman D25E0598D673465 Title Regional Vice-President | | P: Boone County Commission DocuSigned by: 574008ED96434D4 p Kendrick, Presiding Commissioner |
| APPROVED AS TO FORM: | A | ΓΤΕST: |
| Docusigned by: | Br | Signed by: Brianna L. Lunnon D267E242BFB948C ianna L. Lennon, County Clerk |
| exists and is available to satisfy the oblig | gation(s) arising fro | fficient unencumbered appropriation balance m this contract. (Note: Certification of this reate a measurable county obligation at this |
| Nyle Rienan | 10/14/2025 | 6200/60200 – No encumbrance required |
| Signature | Date | Appropriation Account |

576-2025

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the

21st

day of October

20 25

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

Now on this 21st day of October 2025, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

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

- 1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
- 2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
- 3. A public nuisance exists described as follows: Junk/trash on the premises.
- 4. The location of the public nuisance is as follows: COUNTRY HILL PLAT 1 Lot 85, a/k/a 3481 S Crestview Dr parcel#16-712-29-01-019.00 01, Section 29, Township 48, Range 13 as shown by deed book 0\3963 page 0136 Boone County
- 5. The specific violation of the Code is: Junk/trash on premises in violation of section 6.3 and 6.5 of the Code.
- 6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 25th of June, 2025 to the property owner.
- 7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
- 8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

STATE OF MISSOURI

ea.

Term. 20

County of Boone

In the County Commission of said county, on the

day of

20

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

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

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

Done this 21st day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson
District II Commissioner

BRUCKS JEROME GREGORY

3481 S Crestview Dr, Columbia, MO, 65203.

Department of Public Health Nuisance Violation- timeline of major events (Tall weeds)

6/16/2025: Citizen complaint received.

6/25/2025: Initial inspection conducted by Meenakshi Namburi, Notice of violation sent to owner by certified mail, return receipt requested.

7/07/2025: Letter received unsigned for Tall weeds.

7/28/2025: Violation posted in newspaper.

8/13/2025: Reinspection conducted, violation still present.

8/21/2025: Contacted Voss landscaping for abatement quote.

BRUCKS JEROME GREGORY

3481 S Crestview Dr, Columbia, MO, 65203.

Department of Public Health Nuisance Violation-timeline of major events (Inoperable vehicle)

6/16/2025: Citizen complaint received.

6/25/2025: Initial inspection conducted by Meenakshi Namburi, Notice of violation sent to owner by certified mail, return receipt requested.

7/21/2025: Letter received unsigned for Inoperable vehicle.

7/28/2025: Violation posted in newspaper.

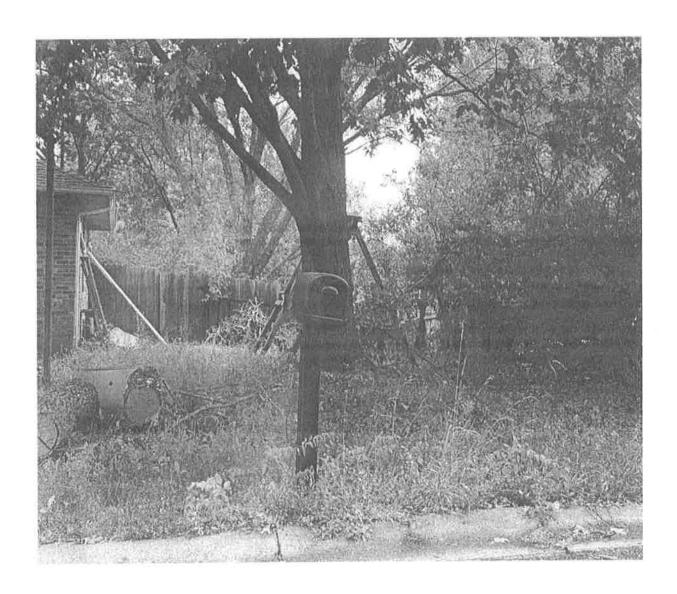
8/13/2025: Reinspection conducted, violation still present.

8/21/2025: Contacted I-70 towing for abatement quote.

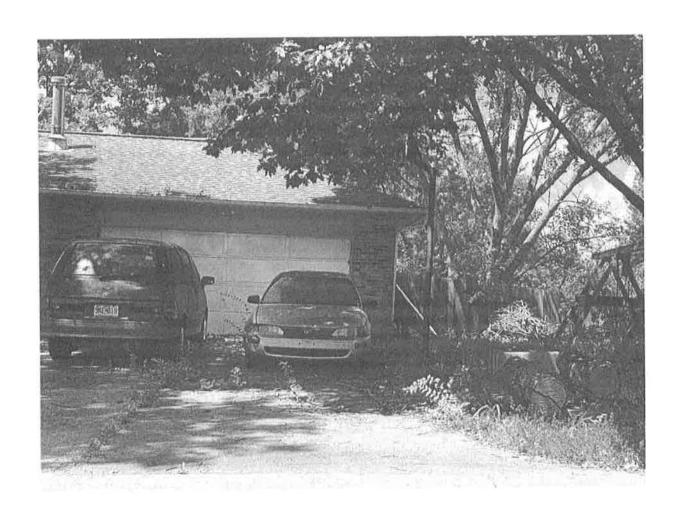
Photographs taken: 8/13/2025. TIME: 2:00 PM.

3481 S Crestview Dr, Columbia, MO. 65203.

Tall brush and sampling growth within the back-fence line.



Photographs taken: 8/13/2025. TIME: 2:00 PM. 3481 S Crestview Dr, Columbia, MO. 65203.



VOSS Landscape & Tree Service

8501 N Hwy VV Columbia, MO 65202

Estimate

| Date | Estimate # |
|----------|------------|
| 9/4/2025 | 3514 |

| Name / Address | Customer Phone | |
|---|------------------------|--|
| Boone County Department Of Public Health Meenakshi Namburi | 573-874-7679 | |
| 1005 W, Worley Street Columbia, MO 65203 | Customer E-mail | |
| | meenakshi.namburi@como | |

Project

| Description | Qty | Cost | Total |
|--|---------------|--|--|
| 3481 S Crestview Dr, Columbia, MO. 65203 Remove tall brush and sapling growth within the back fence line. Laborer Laborer Foreman Mini Skid with grapple Chipper Truck & Wood Chipper Chainsaws | 5 5 5 5 5 5 5 | 65.00 65.00 95.00 95.00 95.00 32.50 | 325.00 325.00 475.00 475.00 475.00 162.50 |
| Thank you for your business. | | Total | \$2,237.50 |

| Customer Signature | | |
|--------------------|--|--|
| | | |

I-70 Towing and Recovery 4201 I-70 Drive SE, Columbia MO 65201

Phone: (573) 449-3336 | Fax: (573) 449-1164

Quote # 878

Created 8/29/2025

Chrystal Smart - Environmental Health Supervisor Columbia/Boone County Department of Public Health 1005 W. Worley Street Columbia MO 65203

Tow Reason Abatement

Contact

Meenakshi, (573) 874-7679

Authorized

by

Columbia/Boone County Department of

Public Health

1005 W. Worley Street, Columbia MO 65203

Chrystal Smart - Environmental Health

Supervisor (573) 874-7382

Tow From

3481 S Crestvlew Dr, Columbia, MO 65203,

USA (3481 South Crestview Drive)

Tow To

4201 I 70 dr se columbia MO 65201

| Year | Make | Model | Color | VIN | Plate | Odometer | |
|------|-----------------|-------|-------|-----|----------|-------------------------|-----------------------------|
| - | Toyota | Sedan | Blue | Ä | § . | ii. | |
| Cha | rge Description | | | | Quantity | Price | Line Total |
| Tow/ | Hook Fee | | | | 1.0000 | \$110.00 Grand Total | \$110.00 \$110.00 |

I-70 Towing appreciates your business; if you have any questions regarding this invoice, please contact us at 573-449-3336 or email us at office@i70towing.com. Remember to send out a review on Google or Facebook!!

| Signature: | ə: | |
|------------|----|--|
| | | |

USDOT: 3072877

Parcel 16-712-29-01-019.00 01

Property Location 3481 S CRESTVIEW DR

City

Road COMMON ROAD DIST (CO)

School COLUMBIA (C1)

Library COL BC LIBRARY (L4)

Fire BOONE COUNTY (F1)

Owner

BRUCKS JEROME GREGORY

Subdivision Plat Book/Page 0011 0033

Address

3481 S CRESTVIEW DR

29 48 13 Section/Township/Range

Care Of

Legal Description

COUNTRY HILL PLAT 1

LOT 85

Lot Size

 120.00×90.00

irregular Shape

Deeded Acreage

.00

Calculated Acreage

Total Rooms 6

.00

Deed Book/Page

3922 0117 0824 0390

Total Square Feet 1,771

Effective Date of Value 1/1/2025

City, State, Zip COLUMBIA, MO 65203

PROPERTY DESCRIPTION

| CURRENT APPRAISED | | CURRENT ASSESSED | | Year Built | 1980 (Est) | | |
|-------------------|---------|------------------|--------|------------|-------------|------------------------|----------|
| Туре | Total | Туре | Total | Basement | PARTIAL (3) | Attic | NONE (1) |
| RESIDENTIAL | 151,500 | RESIDENTIAL | 28,785 | Bedrooms | 3 | Main Area | 1,171 |
| Totals | 151,500 | Totals | 28,785 | Full Bath | 2 | Finished Basement Area | 600 |
| | | | | Half Bath | 0 | | |

Recorded in Boone County, Missouri

Date and Time 05/17/2012 at 10:18:23 AM Instrument # 2012011308 Book:3963 Page:136

Grantor LANDMARK BANK

Grantee BRUCKS, JEROME GREGORY

Instrument Type Rt. Recording Fee \$27.00 S

No of Pages 2

Bettle Johnson, Recorder of Deeds

4014369

FULL DEED OF RELEASE

May 10, 2012 By Landmark Bank, N.A.

WHEREAS, Grantee JEROME GREGORY BRUCKS AND JANITA KAY BRUCKS, HUSBAND AND WIFE by their mortgage or Deed of Trust, dated 03/01/2004 and recorded 03/05/2004 in the Recorders office in and for the County of Boone and State of Missouri, in Instrument # 2004005676 Book 2452 and Page 72 to secure the payment of that certain note in said Deed of Trust described conveyed the following described property located in Boone County, Missouri, to-wit:

LOT EIGHTY-FIVE (85) OF COUNTRY HILL PLAT NO. ONE (1), AS SHOWN BY PLAT OF SAID SUBDIVISION, RECORDED IN PLAT BOOK 11, PAGE 33, BOONE COUNTY RECORDS.

And, whereas, the present owner of said property has Fully Paid and Satisfied said Note and is justly and legally entitled to a Full Release of said Deed of Trust.

NOW THEREFORE, Grantor: Landmark Bank, N.A., formerly known as First National Bank and Trust Company, Party of the First Part, present holder and legal owner of said Deed of Trust and Note, Does hereby Remise, Release, and Quitclaim the said property unto the said present owner or successor in interest of the owner, being the Party of the Second Part, whose address is: 3481 S CRESTVIEW DR, COLUMBIA, MO 65203-0549.

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging unto the said Party of the Second Part, free, clear, and discharge from the encumbrance of said Deed of Trust.

BOONE COUNTY MO MAY 1 7 2012

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed by Amy Hammon, Vice President, Loan Operations Manager.

Grantor: LANDMARK BANK, N. A., a National Banking Association Amy Hammon, Vice President, Loan Operations Manager ACKNOWLEDGMENT FOR A CORPORATION State of Oklahoma) 55. County of Carter Before me, the undersigned, a Notary Public, in and for said County and State, on this 14 day of May, 2012, personally appeared Amy Hammon, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President, Loan Operations Manager, of LANDMARK BANK N.A., a United States of America Corporation, on behalf of the Corporation and acknowledged to me that she executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein Karen Rynd

Karen Lynch Notary Public

KAREN LYNCH NOTARY PUBLIC-STATE OF OKLAHOMA CARTER COUNTY MY COMMISSION EXPIRES 09-19-2015 COMMISSION # 11008585

VOSS Landscape & Tree Service

8501 N Hwy VV Columbia, MO 65202

Estimate

| Date | Estimate # | | |
|------------|------------|--|--|
| 10/14/2025 | 3552 | | |

| Name / Address | Customer Phone | |
|---|------------------------|--|
| Boone County Department Of Public Health Meenakshi Namburi | 573-874-7679 | |
| 1005 W. Worley Street Columbia, MO 65203 | Customer E-mail | |
| | meenakshi.namburi@como | |
| | | |

Project

| Description | Qty | Cost | Total |
|--|---------------------------------|--|---|
| 3481 S Crestview Dr, Columbia, MO. 65203 Remove tall brush and sapling growth within the back fence line. Laborer Laborer Foreman Mini Skid with grapple Chipper Truck & Wood Chipper Chainsaws | 3 3 3 3 3 3 3 | 65.00 65.00 95.00 95.00 95.00 32.50 | 195.00 195.00 285.00 285.00 285.00 97.50 |
| Thank you for your business. | | Total | \$1,342.50 |

| Customer Signature | |
|--------------------|--|
| | |