

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 25

County of Boone

} ea.

In the County Commission of said county, on the 29th day of July 20 25

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

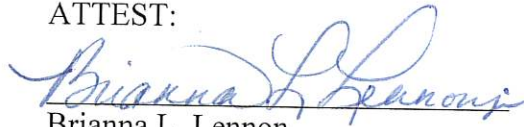
Now on this day, the County Commission of the County of Boone does hereby approve the final plan, Item A, and does receive and accept the plats, items B, C, and D, as listed in the attached consent agenda (Attachment A), and authorizes the Clerk to insert the associated staff reports into the minutes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

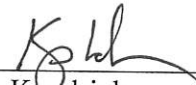
Attachment A:


- A. Final Development Plan for Dunn Property on 9.62 acres located at 4880 E Hwy CC, Sturgeon.
- B. M.S. Wilcoxson Subdivision. A-2. S30-T50N-R13W. Michael & Susan Wilcoxson, owners. Kevin Schweikert, surveyor.
- C. Higher Ground Subdivision Plat 2. A-2. S24-T50N-R14W. Stephen & Carolyn Nagel, owners. Kevin Schweikert, surveyor.
- D. Hartsburg Hideaway Plat 1. A-2. S30-T46N-R12W. KeriAnn Roth & Justin Farrar, owners. James Patchett, surveyor.


Done this 29th day of July 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

Staff Report for County Commission
RE: P&Z Agenda Items
July 29, 2025

The Planning and Zoning Commission reviewed Agenda Items 1, and 3 through 6 at its July 17, 2025, meeting. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

1. Consent Agenda – Final Plan and Plats

Regarding the Consent Agenda, the final plan, Item A, was approved by consent and is presented for your approval. The plats, items B, C, and D were approved by consent and are presented for your receipt and acceptance. I request that you waive the reading of the staff report and authorize the Clerk to insert it into the minutes of this meeting as if read verbatim.

- A. Request by Carl & Marlene Dunn to approve a Final Development Plan for Dunn Property on 9.62 acres located at 4880 E Hwy CC, Sturgeon. Bourbon Township.

The subject property is located at the intersection of E Highway CC and N Sydow Road. The applicant is seeking to finalize the rezoning of ten acres from Agriculture 1 (A-1) to Planned Agriculture 2 (A-2P) to transfer 7.62 acres of the property to an eligible family member via the family transfer process. A single-family home, onsite wastewater lagoon, and future detached accessory structure will remain on the two acre remainder. The plan specifies that the portion being transferred is limited to agricultural uses only, no additional density is proposed by this plan. The corresponding review plan was approved by County Commission order #338-2025. The following condition was placed on the Review Plan:

1. The Final Plan demonstrates a 50' perimeter setback adjacent to perimeter of the entire planned development.

The Boone County Zoning Ordinance, Section 6.2.14, Standards for Approval of the Final Development Plan identify 3 criteria for approval and state that the Commission shall approve a Final Development Plan when it is satisfied that:

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

Staff have reviewed the submitted Final Plan. All required information is accurately portrayed, and the plan conforms to the corresponding Review Plan and conditions.

A 50' perimeter setback is clearly shown around the entire area of the planned development.

Staff recommended approval of the Final Plan.

- B. M.S. Wilcoxson Subdivision. A-2. S30-T50N-R13W. Michael & Susan Wilcoxson, owners. Kevin Schweikert, surveyor.

The subject property is located on State Route E, approximately 4 miles south of Harrisburg, near Benedict Road. The property is currently 3.60 acres in size and zoned Agriculture 2 (A-2). There is an existing house and wastewater system on the property. The property is surrounded by A-2 zoning. This is all original 1973 zoning, and the property is in Perche Township.

The property owner is seeking to construct an accessory structure on the property. The location was presented to staff, who informed the property owner that a building permit could not be issued as the location was closer to the front property line than the primary structure. The property owner then proceeded forward with construction regardless of the zoning violation. This plat is an effort to resolve the problem, as the new lot will be 5 acres in size. At that size, the issue with the location of the accessory structure will be resolved and a building permit can be issued to bring the site into compliance.

The subject property has existing access to State Route E, a publicly dedicated, publicly maintained right-of-way. The applicant has requested a waiver to the traffic study requirement.

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

There is an existing on-site wastewater treatment system present in the western part of the lot.

The original 3.60-acre lot was created by family transfer and has an element that is not permitted in conventional lot design, specifically the western 'tail' extending south of the pond on the parent parcel. As an existing condition of the original lot, this area is identified as not for further development.

The property scored 39 points on the rating system.

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

- C. Higher Ground Subdivision Plat 2. A-2. S24-T50N-R14W. Stephen & Carolyn Nagel, owners. Kevin Schweikert, surveyor.

The subject property is located at the intersection of W Gray Road and N Bethlehem Road. The proposal is to replat lots 1 and 2 of Higher Ground Subdivision Plat 1 into a single 10.09-acre lot numbered as lot 1A, and a new 5.26-acre lot will be platted north of

the lot numbered as lot 4. The property is currently undeveloped. The property is zoned Agriculture 2 (A-2) and is surrounded by A-2 zoning on all sides.

Lot 1A has direct access to W Gray Road and N Bethlehem Road, both publicly maintained roadways. Lot 4 will be served by a 30' private access easement across lot 1A to provide access to N Bethlehem Road. The applicant has submitted a written request for a waiver from the traffic impact study requirement. Approval of this plat will not result in a net increase in traffic sources. Granting a waiver to the traffic study requirement is appropriate in this case.

Consolidated Water provides water service. Boone Electric provides power service. The Boone County Fire Protection District provides fire protection. The nearest station, Station 4, is approximately 2 miles away.

An onsite wastewater exhibit showing potential lagoon locations was submitted concurrent to the plat. The applicant has submitted a written request for a waiver from the sewer cost benefit analysis. There is no publicly maintained central sewer available in this area. Approval of a two lot plat is unlikely to be economically viable for a central wastewater system. Granting a waiver to the sewer cost benefit analysis is appropriate in this case.

The property scored 37 points on the rating system

Staff recommended approval of the plat and granting of waivers.

- D. Hartsburg Hideaway Plat 1, A-2, S30-T46N-R12W, KeriAnn Roth & Justin Farrar, owners. James Patchett, surveyor.

The subject property is 19 acres in size with frontage along both E Cedar Tree Lane and S Jemerson Creek Rd. The zoning for the property is Agriculture 2 (A-2) and is surrounded by A-2 zoning on all sides. The property is currently undeveloped. The proposal is to subdivide the property into two lots. The 5.01-acre lot will have frontage along E Cedar Tree Lane. The 13.61-acre lot will have frontage along S Jemerson Creek Road.

Both lots will have access either to E Cedar Tree Lane or S Jemerson Creek Road, both publicly maintained roadways. The applicant has not submitted a waiver from the traffic study requirement. Approval of a two-lot plat is unlikely to impact existing transportation resources. Granting a waiver to the traffic study requirement is appropriate in this case.

Consolidated Water provides water service in the area. Boone Electric provides power service. The Southern Boone County Fire Protection District provides fire protection. The nearest station, Station 17, is approximately 5.4 miles away.

The applicant proposes the use of engineered subsurface onsite wastewater systems. Soils morphology data from two locations on each lot was provided at the submission of the

plat. Note 10 states that future wastewater systems for residential development will be required to be subsurface. The applicant has not submitted a waiver from the sewer cost benefit analysis requirement. No publicly operated sanitary sewer is available in this area. Approval of a two-lot plat is unlikely to be economically feasible for a public sanitary sewer system. Granting a waiver from the sewer cost benefit analysis is appropriate in this case.

The Boone County Board of Adjustment granted variances under case numbers 2025-008; 2025-009; and 2025-010 for relief from the 3 to 1 width to depth ratio, minimum lot depth, and minimum lot width requirements of Table A of Appendix B, Boone County Subdivision Regulations. The statement of facts of those Board of Adjustment case numbers included the use of engineered onsite wastewater systems to serve future residential development.

The property scored 19 points on the rating system

Staff recommended approval of the plat and granting of waivers.

349-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

July Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 29th day of July 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 the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and Old Hawthorne Development, by and through its Contractor, Emery Sapp & Sons, Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 29th day of July 2025.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick

Kip Kendrick
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

**STORMWATER EROSION AND SEDIMENT CONTROL SECURITY
EXTENSION AGREEMENT**

THIS AGREEMENT, effective July 5, 2025, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Emery Sapp & Sons, Inc., a corporation of the County of Boone in the State of Missouri, herein "Contractor" and Liberty Mutual Insurance Company, herein "Surety."

WHEREAS, Contractor is conducting a grading project for a commercial site, the WW Commercial Project, herein "Project"; and

WHEREAS, Surety has issued a Performance Bond to County on behalf of Contractor, dated July 5, 2022, in the amount of \$58,320.10 to secure stormwater improvements associated with the Project; and

WHEREAS, said Performance Bond contemplates that the parties may agree to extend the expiration date of the Performance Bond, which currently expires on July 5, 2025; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Performance Bond to July 5, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Liberty Mutual Insurance Company. Performance Bond, July 5, 2022, in the amount of \$58,320.10, with an expiration date of July 5, 2025, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the July 5, 2022 Performance Bond such that the new expiration date will be July 5, 2026.
3. The parties mutually agree to extend the July 5, 2022 Performance Bond from \$58,320.10 to \$30,326.45 in conjunction with the contemplated extension.
4. All other terms of the Performance Bond and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED. <

LIBERTY MUTUAL INSURANCE COMPANY

By:



Allison Madrid, Attorney-in-Fact

EMERY SAPP & SONS, INC.

By:



ATTEST:



BOONE COUNTY:

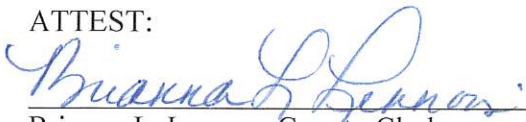
(Commission Order: 369-2025)

By:



Kip Kendrick, Presiding Commissioner

ATTEST:



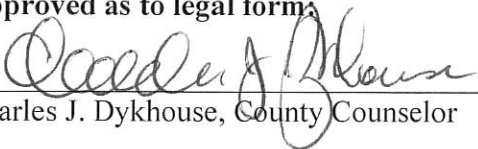
Brianna L. Lennon, County Clerk

APPROVED BY:



Bill Florea, Director
Boone County Resource Management

Approved as to legal form



Charles J. Dykhouse, County Counselor



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213020-973699

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid; Crystal York; Louis A. Landwehr; Misty Leonard; Shannon Burgess

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2026
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of July, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

447-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea. September Session of the July Adjourned Term. 20 24

In the County Commission of said county, on the 17th day of September 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 and extension of the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and Emery Sapp & Sons, Inc.

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

Done this 17th day of September 2024.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

**STORMWATER EROSION AND SEDIMENT CONTROL SECURITY
EXTENSION AGREEMENT**

THIS AGREEMENT, effective July 5, 2024, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Emery Sapp & Sons, Inc., a corporation of the County of Boone in the State of Missouri, herein "Contractor" and Liberty Mutual Insurance Company, herein "Surety."

WHEREAS, Contractor is conducting a grading project for a commercial site, the WW Commercial Project, herein "Project"; and

WHEREAS, Surety has issued a Performance Bond to County on behalf of Contractor, dated July 5, 2022, in the amount of \$58,320.10 to secure stormwater improvements associated with the Project; and

WHEREAS, said Performance Bond contemplates that the parties may agree to extend the expiration date of the Performance Bond, which currently expires on July 5, 2024; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Performance Bond to July 5, 2025.

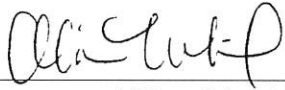
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Liberty Mutual Insurance Company. Performance Bond, July 5, 2022, in the amount of \$58,320.10, with an expiration date of July 5, 2024, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the July 5, 2022 Performance Bond such that the new expiration date will be July 5, 2025.
3. All other terms of the Performance Bond and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

LIBERTY MUTUAL INSURANCE COMPANY

By:



Allison Madrid, Attorney-in-Fact

EMERY SAPP & SONS, INC.

By:



ATTEST:



BOONE COUNTY:

(Commission Order: 447-2024)

By:



Kip Kendrick, Presiding Commissioner

ATTEST:




Brianna L. Lennon, County Clerk

APPROVED BY:



Bill Florea, Director
Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211514 - 973699

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid, Crystal York, Louis A. Landwehr, Shannon Burgess

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of March, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of July, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

332-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

TRC# 20

County of Boone

}
} es.

In the County Commission of said county, on the

26th

day of

July

20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and Old Hawthorne Development LLC and Emery Sapp & Sons, Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 26th day of July 2022.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

1480

Stormwater Erosion and Sediment Control Security Agreement

Date: 7/5/2022

Developer/Owner Name: Old Hawthorne Development LLC
Address:

Development: WW Commercial, 4172 E Hwy WW, Columbia, MO 65203

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Public Works Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8, in Chapter 28 of the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at WW Commercial. The SWPPP and ESC was prepared by Crockett Engineering on June 16, 2021.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 5th day of July, 2024, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer, by and through its Contractor, Emery Sapp & Sons, Inc., hereby agrees to provide the County with security in the amount of \$58,320.10, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be

provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- U Corporate surety bond issued to Boone County, Missouri, in a form acceptable to Boone County.

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Certificate of Deposit contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to July 5, 2024, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Certificate of Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing the Certificate of Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on July 5, 2024, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Certificate of Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the Certificate of Deposit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:


By: 

Printed Name: Billy G. Sepp

Title: Manager

BOONE COUNTY, MISSOURI:


Department of Resource Management


Bill Florea, Director Resource Management

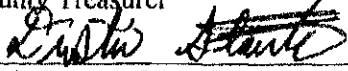
County Commission:


Daniel K. Atwill, Presiding Commissioner

Attest:

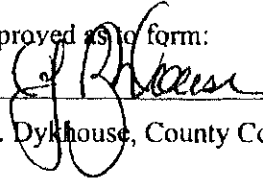

Brianna Lennon, Boone County Clerk

County Treasurer



Dustin Stanton, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,
Emery Sapp & Sons, Inc.

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

a Corporation, organized under the laws of the State of Massachusetts
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held
and firmly bound unto the County of Boone, Missouri, as Obligees, hereinafter called Boone County, in
the amount of \$58,320.10 Dollars, for the
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has procured a Land Disturbance Permit LD 1480 from
the County of Boone

Project Name: WW Commercial, 4172 E Hwy WW Columbia, MO 65203

and, as a condition of said Land Disturbance Permit, has agreed to comply with the terms of the filed
Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans (ESC), and the
provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County
Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference
made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly
and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall
be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a
default, exercise its options herein as against surety to complete any required work to comply with the
Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by the Boone County.

Whenever Contractor shall be, and declared by Boone County to be, in default under the Stormwater
Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms
and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater
Regulations in accordance with its terms and conditions, and upon determination by Boone County and
Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County,
and make available as work progresses sufficient funds to pay the cost of completion, including other costs
and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph
hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which
the final construction activity contemplated under the Stormwater Regulations is actually completed on the
subject site.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 5th day of July, 2022.

Emery Sapp & Sons, Inc.

(SEAL)

BY: 

Liberty Mutual Insurance Company
(Surety Company)

(SEAL)

BY: 

Allison Madrid (Attorney-in-Fact)

BY: N/A

(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: Matt Blaskiewicz
Phone Number: 314-543-4622
Address: 175 Berkeley Street
Boston, MA 02116



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198110

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kris Copra, Louis A. Landwehr, Allison Madrid, Darla A. Veltrop

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Ulewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of July, 2022.



By: Renee C. Ulewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

370-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 29th day of July 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 the attached Outdoor Warning Siren Placement Agreement between the County of Boone and the Missouri Department of Natural Resources for Finger Lakes State Park #2.

Done this 29th day of July 2025.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

371 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 29th day of July 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 the award of County Contract C001007 from cooperative contract 220105 for Technology Solutions, Products and Services for the Rave Software Suite from Rave Wireless Inc., dba Rave Mobile Safety of Chicago, Illinois 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 29th day of July 2025.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

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



5551 S. Tom Bass Road
Columbia, MO 65202
Phone: (573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: July 18, 2025
RE: Award of Contract C001007 from Cooperative Contract 220105 –
Technology Solutions, Products & Services for Rave Software Suite
Subscription for the Boone County IT Department

Purchasing requests approval for the award of Contract C001007 using cooperative contract 220105 for Technology Solutions, Products and Services that the Interlocal Purchasing Systems (TIPS) Region 8 cooperative has established with Rave Wireless, Inc. doing business as Rave Mobile Safety for provision of Rave software used for 9-1-1 applications for the Boone County IT Department.

Rave software provides enhanced, instantaneous data to first responders on receipt of a 911 call from wireline, wireless, VoIP, etc. communication. It also provides a centralized platform for critical communications and collaboration and integrates with Rave Alert for sending citizen notifications.

The contract period is July 01, 2025 through June 30, 2030. The initial contract period will cover the 60-month subscription term, but invoicing and payment will occur on an annual basis.

Payment will reference 2708 – 911/Emergency IT Hardware & Software70100 –
Software Subscriptions: \$18,050.00 for the first year of coverage.

/lp

c: Contract File

**PURCHASE AGREEMENT FOR
TECHNOLOGY SOLUTIONS, PRODUCTS, & SERVICES (RAVE RapidSOS)
Term & Supply**

THIS AGREEMENT, C001007, awarded from cooperative contract **220105**, dated the 29th day of July 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Rave Wireless, Inc., dba Rave Mobile Safety 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 **Technology Solutions, Products and Services**, specifically **Rave software products** provided by **Rave Wireless, Inc. DBA Rave Mobile Safety** in compliance with all bid specifications and any addenda issued for **The Interlocal Purchasing Systems (TIPS) Region 8 contract 220105**, the Quote from Rave Mobile Safety identified as **Q-56020** dated **May 21, 2025** which shall be incorporated into the contract as **Attachment One**, and Boone County Standard Terms and Conditions. Service or product data, specifications and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, **The Interlocal Purchasing Systems (TIPS) Region 8 contract 220105**, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the Rave products shown below each and every year and as presented in **Attachment One**:

Coverage: 60-Months from July 1, 2025 through June 30, 2030				
Description	Mfg #	Quantity	Unit Price	Final Firm Price - Annual
Rave Panic Button	RPB-A-1000	1.00	\$0.00	\$0.00
RapidSOS Service Data	R911RapidSOS-A-1000	1.00	\$0.00	\$0.00
911 Response Back Up Seat - Federal	R911X-A-1000BU	4.00	\$0.00	\$0.00
Rave 911 Suite Standard	R911Standard-A-1000	5.00	\$3,610.00	\$18,050.00
Total Year 1: July 1, 2025 - June 30, 2026				\$18,050.00
Total Year 2: July 1, 2026 - June 30, 2027				\$18,050.00
Total Year 3: July 1, 2027 - June 30, 2028				\$18,050.00
Total Year 4: July 1, 2028 - June 30, 2029				\$18,050.00
Total Year 5: July 1, 2029 - June 30, 2030				\$18,050.00
Five-Year Total Contract Price (Summation of Years 1-5 Above)				\$90,250.00

3. **Contract Duration** - This agreement shall commence on **July 01, 2025 and extend through June 30, 2030**, subject to the provisions for termination specified below.

4. **Billing and Payment** – The Contractor shall invoice the County **annually** at the time of renewal of the annual subscription. All billing shall be invoiced to the Boone County IT Department and billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. 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.

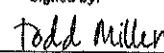
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

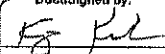
IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement on the day and year first written above.

RAVE WIRELESS, INC.
dba RAVE MOBILE SAFETY

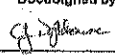
by Signed by:

9CE5A831ECD448A...
title Sr Director

BOONE COUNTY, MISSOURI

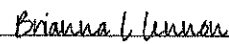
by: Boone County Commission

DocuSigned by:

574008BED08434D4...
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

70719EAE80D740D...
County Counselor

ATTEST:

Signed by:

0231542BF691E...
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.)

2708/70100: \$18,050.00

DocuSigned by:
Nyle Pieman
by HL
EB91DB24AAAC48D...

7/21/2025

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25

In the County Commission of said county, on the 29th day of July 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 the award of Amendment #3 to County Contract C000789 awarded from cooperative contract CC240449008, the Ammunition Qualified Vendors List, to Sunset Law Enforcement LLC of Ackley, Iowa for the Boone County Sheriff's Office. The amendment is set out in the attached, and the presiding Commissioner is authorized to sign the same.

Done this 29th day of July 2025.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

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



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: July 24, 2025
RE: Amendment #3 to Contract C000789 from Cooperative Contract
CC240449008– QVL Ammunition – Rifle and Pistol for the Boone
County Sheriff

Amendment #3 to contract C000789 awarded from cooperative contract CC240449008 – QVL Ammunition Rifle and Pistol for the Boone County Sheriff is being amended to add the purchase of a total of 20 cases (7,000 rounds) of Hornady 9mm Critical Duty ammunition and .308 Winchester Duty ammunition.

The Purchasing Department requested quotes from the ammunition dealers on the Qualified Vendors List that sell the Hornady 9mm pistol ammunition. Seven vendors were solicited. Two bids and one “No Bids” were received.

1. Gulf States Distributors, Inc. of Montgomery, Alabama
2. Sunset Law Enforcement LLC of Ackley, Iowa
3. Bald Ridge Outdoors LLC of Van Buren, Missouri (No Response)
4. Howards Premium Ammo LLC of Florence, South Carolina (No Response)
5. On Target Ammunition LLC of Grain Valley, Missouri (No Bid)
6. Precision Delta Corporation of Ruleville, Mississippi (No Response)
7. Specialty Cartridge Inc. of Covington, Georgia (No Response)

The two bids received were reviewed by the Purchasing Department and the Sheriff’s Office (see the attached Bid Tabulation/Cost Evaluation). The bid from Sunset Law Enforcement LLC of Ackley, Iowa is the “lowest and best” bidder for line item 4, the Hornady 9mm Critical Duty 9mm 135 gr+P Flex-lock ammunition and line items 7, the .308 Winchester 168 ELD match Tap Precision rifle ammunition. Major Gary German of the Sheriff’s Office has recommended that the County proceed with the award to Sunset Law Enforcement LLC on this amendment.

The contract was originally awarded May 7, 2024 via Commission Order 221-2024.

Payment for the ammunition will reference these codes:

- 1255 – LEST Sheriff Operations/23200 – Ammunition: \$586.60;
- 1251 – General Fund Sheriff Operations/23200 - Ammunition: \$5,139.40.

/lp

Attachment: Bid Tab/Cost Evaluation

c: Contract File

CO#: 372-2025

**CONTRACT AMENDMENT NUMBER THREE
AMMUNITION QVL: DUTY, PISTOL, RIFLE for SHERIFF**

County contract # **C000789**, awarded from cooperative contract CC240449008, dated May 07, 2024 made by and between Boone County, Missouri and **Sunset Law Enforcement LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- ADD** the following purchase:

Purchase -- The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with 10 cases (5,000 rounds) of Hornady 9mm Critical Duty ® 90225 9mm +P FlexLock ® 135 grain, and 10 cases (2,000 rounds) of .308 Duty Hornady TAP 80725 .308 Winchester 168gr ELD Match Tap Precision Ammunition as shown in **Attachment One** that includes the quote dated **June 30, 2025** submitted by **Mike Bright** on behalf of the Contractor:

Line Item	Description	Firm Unit Price - Per Case	Number Cases	Total Extended Price
4.	Pistol Ammunition: Hornady 9mm Critical Duty ® 90225 9mm +P FlexLock ® 135 grain	\$293.30/case - 500 rounds per case	10 (500-round cases) Total: 5,000 Rounds	\$2,933.00
7.	Rifle Ammunition: .308 Duty Hornady TAP 80725 .308 Winchester 168gr ELD Match Tap Precision	\$279.30/case - 200 rounds per case	10 (500-round cases) Total: 2,000 Rounds	\$2,793.00
	Delivery Price	No Charge -- FOB Destination Freight prepaid and Allowed		
		Total Final Price		\$5,726.00

- All other terms, conditions and prices of the original contract as previously amended shall remain the same and apply hereto.

IN WITNESS WHEREOF the parties through their duly authorized representatives acknowledge termination of said contract.

SUNSET LAW ENFORCEMENT LLC

DocuSigned by:
by Mike Bright
EB25A7486649A1...

title President

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:
[Signature]
574D0BED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
7D71DEAEB9D74DD...

County Counselor

ATTEST:

Signed by:
Brianna L. Lennon
D287E2428FB948C...

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.)

1255/23200: \$586.60; 1251/23200: \$5,139.40

DocuSigned by:
Kyle Pierson by Atty
8E8FE1146A274E1...

7/18/2025

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 25

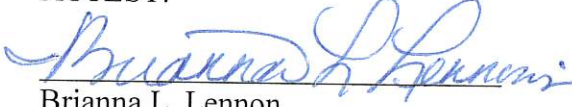
In the County Commission of said county, on the 29th day of July 20 25

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

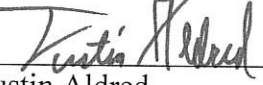
Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment #5 to County Contract C000719 awarded from cooperative contract 109 for Storm Warning Signals with Blue Valley Public Safety, Inc. of Grain Valley, Missouri for the Boone County Emergency Management Department. The contract amendment is set out in the attached and the Presiding Commissioner is authorized to sign the same.

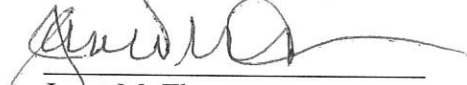
Done this 29th day of July 2025.

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

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



5551 S. Tom Bass Road
Columbia, MO 65202
Phone: (573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: July 24, 2025
RE: Amendment #5 to Contract C000719 from cooperative contract 109 for Storm Warning Sirens – Term & Supply with Blue Valley Public Safety, Inc. for the Boone County Emergency Management Department

Purchasing requests approval for Amendment #5 to contract C000719 awarded from cooperative contract 109 set up by MARC/KCRPE for Storm Warning Signals. The original contract was established with Blue Valley Public Safety, Inc. on February 01, 2024 through Commission Order 51-2024.

Amendment #5 adds pricing for hydro-vac services. This service is necessary to prepare a site for installation of a siren.

This is a Term and Supply contract. Payment for hardware (sirens) purchases will reference 2702 – Emergency Management Operations/92300 – Replacement Machinery & Equipment with \$156,110.00 budgeted for 2025.

/lp

c: Contract File

Commission Order #: 373-2025

Date: 07.29.2025

**CONTRACT AMENDMENT NUMBER FIVE
STORM WARNING SIRENS**

The Agreement, Boone County Contract **C000719**, (**MARC/KCRPC cooperative contract 109**), dated February 1, 2024, made by and between Boone County, Missouri and **Blue Valley Public Safety, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

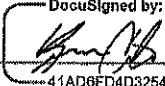
1. **ADD** pricing for the Hydro-Vac service at \$2,000.00 per each.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement as previously amended shall remain in full force and effect.

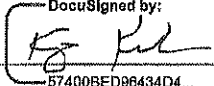
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

BLUE VALLEY PUBLIC SAFETY, INC.

BOONE COUNTY, MISSOURI

By: Boone County Commission

By  _____
DocuSigned by:
41AD6FD4D325499...


 _____
DocuSigned by:
57400BED98434D4...

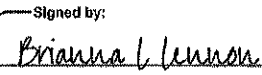
Presiding Commissioner

Title General Manager

APPROVED AS TO FORM:

ATTEST:

 _____
DocuSigned by:
7D71DEAEB9D74DD...

 _____
Signed by:
D267E242BF8846C...

County Counselor

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.)

2702/92300: Term & Supply

 _____
DocuSigned by:
BE8FE1148A274E1...

7/22/2025

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the 17th day of October 2024


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


Now on this day the County Commission of the County of Boone does hereby approve an Order authorizing and directing the issuance, sale and delivery of Special Obligation Bonds (Law Enforcement Training Center Project), Series 2024, in the aggregate principal amount not to exceed \$10,500,000. The Order, Certificate of Final Terms, Continuing Disclosure Undertaking, Federal Tax Certificate, Official Statement, Paying Agent Agreement, County's Closing Certificate, Uniform Facsimile Signature Affidavit, and other documents prepared by bond counsel are incorporated herein by reference.


The Presiding Commissioner and other appropriate county officials are authorized to execute said documents and any other documents reasonably necessary to effectuate this bond issuance.


Done this 17th day of October 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kenbrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner