

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

1<sup>st</sup>

day of September

20 26

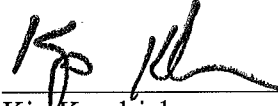
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Final Plans, Items A & B, acknowledge approval of the preliminary plat, Item C, and does receive and accept the plats, Items D, E, and F, as listed in the attached consent agenda (Attachement A), and authorizes the Clerk to insert the associated staff reports into the minutes of this meeting.

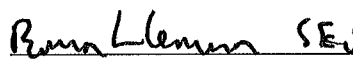
## Attachment A:

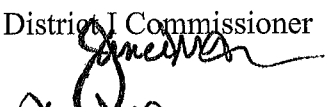
- A. Request by Sugartree Hill Properties LLC to approve a Final Development Plan in the pending Planned Single-Family Residential (R-SP) zoning district for Sugartree Hill PRD on 4.9 acres located at 6151 W Ravens Rd., Columbia. Katy Township.
- B. Request by Mavrakis Investments, Inc to approve a Final Development Plan for Lot C3 Newtown Subdivision, Block 1 on 0.19 acres located at 1928 W. Union Ln., Columbia. Rock Bridge Township.
- C. Highfield Acres Plat 2 Preliminary Plat. R-S. S11-T48N-R12W. Abek, LLC owner. David Butcher, surveyor. Columbia Township.
- D. Walter Kirt Nichols Addition to Country Farms Plat 1. R-S. S33-T48N-R13W. Walter Kirt Nichols Revocable "Dispersal" Trust, owner. Jay Gebhardt, surveyor. Missouri Township.
- E. Whitmarsh Subdivision Plat 2. A-R. S10-T49N-R13W. Kevin & Sharon Gillooly, owners. Donald Bormann, surveyor. Perche Township.
- F. Serene Sunrise Acres. A-2. S22-T46N-R12W. Ruth & Danny Peterson, owners. Kevin Schweikert, surveyor. Cedar Township.

Done this 1<sup>st</sup> day of September, 2026.

  
Kip Kendrick  
Presiding Commissioner

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

Justin Aldred  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

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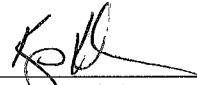
20 26

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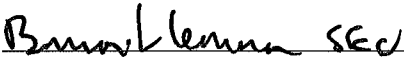
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## Attachment A:

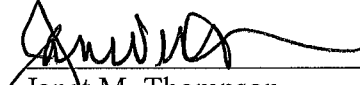
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Done this 1<sup>st</sup> day of September, 2026.
  
 Kip Kendrick  
 Presiding Commissioner

ATTEST:

  
 Brianna L. Lennon  
 Clerk of the County Commission

  
 Justin Aldred  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

# **BOONE COUNTY COMMISSION**

**Commission Chambers - BOONE COUNTY GOVERNMENT CENTER**

**801 E. WALNUT ST., COLUMBIA, MO**

## **AGENDA**

**9:30 A.M. Tuesday, September 01, 2026**

### **1. Consent Agenda**

- A. Request by Sugartree Hill Properties LLC to approve a Final Development Plan in the pending Planned Single-Family Residential (R-SP) zoning district for Sugartree Hill PRD on 4.9 acres located at 6151 W Ravens Rd., Columbia. Katy Township.
- B. Request by Mavrakis Investments, Inc to approve a Final Development Plan for Lot C3 Newtown Subdivision, Block 1 on 0.19 acres located at 1928 W. Union Ln., Columbia. Rock Bridge Township.
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- F. Serene Sunrise Acres. A-2. S22-T46N-R12W. Ruth & Danny Peterson, owners. Kevin Schweikert, surveyor. Cedar Township.

Agenda subject to change, please check with the Planning Office to verify an item is still on the agenda.

For multi-media support please make arrangements with staff 24 hours in advance of the meeting date. A hard copy of any presentation, including photos and drawings must be given to staff for the permanent record.

Visit our website [www.showmeboone.com/ResourceManagement](http://www.showmeboone.com/ResourceManagement)

**Staff Report for County Commission**  
**RE: P&Z Agenda Items**  
**September 01, 2026**

The Planning and Zoning Commission reviewed Agenda Item 1 at its August 20, 2026, 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 plans, Items A & B, were approved by consent and are presented for your approval. The preliminary plat, Item C, was approved by consent and is presented for your acknowledgement. The final plats, Items D, E, and F, were approved by consent and are presented for your receipt and acceptance. I request that you waive the reading of the staff reports and authorize the Clerk to insert them into the minutes of this meeting as if read verbatim.

- A. Request by Sugartree Hill Properties LLC to approve a Final Development Plan in the pending Planned Single-Family Residential (R-SP) zoning district for Sugartree Hill PRD on 4.9 acres located at 6151 W Ravens Rd., Columbia. Katy Township.

The property is approximately 1 mile south of the Midway exit on Interstate 70, on the south side of Highway UU. The property was platted as Sugartree Hill Subdivision in 1970 and is lots 22-43 of that plat and the right of way for Ravens Road and Mockingbird Lane. It is 4.90 acres in size and zoned Residential Single-Family (R-S) and has the following zoning around it:

- North – Agriculture 2 (A-2)
- South – A-2
- East – Agriculture 1 (A-1)
- West – R-S

This is all original 1973 zoning.

The property had a rezoning and review plan approved on the July 2026 Planning & Zoning Commission agenda, with it gaining approval on 11 August 2026 under Commission Order 389-2026. The review plan sets the stage for modifying the previously-platted lots and reconfigured the right-of-way to more closely function under current regulations.

The property scored 75 points on the rating system.

The Boone County Zoning Ordinance, Section 6.2.14, identifies 3 criteria for approval:

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

The approval order (389-2026) identified four conditions that must be met as part of the approval of the rezoning.

1. That the Blue Jay Way connection to State Highway UU be examined by the Missouri Department of Transportation for possible improvements.
2. That off-site improvements to Ravens Road & Blue Jay Way will be required under County Permit as part of this development and this is at the developer's expense.
3. All units are required to have a covered front porch which cannot encroach into any utility easement.
4. All units will have roof overhangs where all roofs will extend a minimum of 12" from the supporting vertical wall under the roof. This standard is required for the entirety of the building.

In reviewing the Zoning Ordinance's criteria, this final development plan can meet the first two standards for approval. The third criterion is more complicated. The first two conditions for approval must be met and resolved prior to approval of any final plat. That approval will consist of discussions and agreements between the developer, their consultant, and county staff to determine what improvements will be necessary. At this time, there has been no discussion of how this development will meet the requirements of Conditions 1 & 2.

The vacation of the original plat is only tentatively approved and doesn't go into effect until the recording of an approved Final Plat that complies with an approved Final Plan. Conditions 1 & 2 will need to be worked out prior to submission of a Final Plat for the replat and approval of the way the conditions will be met must be finalized before any Final Plat will be allowed to be received and accepted by the County Commission. Platting of any elements of Sugartree Hill as described by this final development plan will be unable to be received and accepted until Conditions 1 & 2 of the review plan are met.

Staff recommends approval of the Final Development Plan with the recognition that a Final Plat will never be approvable until the details of Conditions 1 & 2 from the Review Plan approval are completed to the satisfaction of the Director of Resource Management and the County Engineer as outlined above.  
The property scored 18 points on the rating system.

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

- B. Request by Mavrakis Investments, Inc to approve a Final Development Plan for Lot C3 Newtown Subdivision, Block 1 on 0.19 acres located at 1928 W. Union Ln., Columbia. Rock Bridge Township.

The property is approximately 0.18 acres in size located at the intersection of W Center Street, S Newtown Avenue, and W Union Lane. The previous zoning was Planned General Commercial (C-GP). The property was last rezoned in 1998 as part of the larger Newtown Planned Development to support creation of a restaurant.

The adjacent zoning is as follows:

- North, across W Center Street, Planned Single Family Residential (R-SP)
- East, across S Newtown Avenue, C-GP
- South, across W Union Lane, R-SP
- West, R-SP

This request modifies the previously approved final plan to change the zoning from C-GP to R-SP for the creation of a two-family dwelling on a single platted lot.

The proposal scored 68 points on the point rating system.

The Boone County Zoning Ordinance, Section 6.2.14, identifies 3 criteria for approval:

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

Staff review of the submitted final plan has, after resubmittal, shown that all the required information is accurately portrayed on the plan, the final plan matches the corresponding review plan, and there were no conditions placed on the approval of the corresponding review plan.

Staff recommends approval of the final plan.

- C. Highfield Acres Plat 2 Preliminary Plat. R-S. S11-T48N-R12W. Abek, LLC owner. David Butcher, surveyor. Columbia Township.

The property is located at the intersection of I-70 Drive Southeast and N Easter Lane. A single-family dwelling and several accessory buildings are present on the property. Should the future final plat be approved, all the buildings shown on the

preliminary plat shall be removed. The property is zoned Residential Single Family (R-S). The surrounding zoning is as follows:

- East, south, west- R-S
- North, across Interstate 70 – City of Columbia Planned Development (PD)

The proposal is to subdivide lot 68 of Highfield Acres which was platted in 1968 and approximately 1.15 acres of unplatted property and create six lots for future residential development. Following the preliminary plat, a final major plat shall be submitted to divide the property.

The property has direct road frontage along I-70 Drive Southeast and N Easter Lane. Lots 201 and 202 shall have a paired driveway providing access to I-70 Drive Southeast and be under a driveway permit issued by MoDOT. Lots 203 through 206 shall take access off N Easter Lane, a county-maintained roadway. No request for a waiver from the traffic study requirement was submitted. However, the property is being developed for residential use with access to a MoDOT roadway carrying through traffic. Approval of a plat for six lots will likely have minimal impact on existing transportation resources.

Boone Electric provides power in the area. Public Water Supply District #9 provides water service. Adequate water infrastructure is available for fire hydrants. The Boone County Fire Protection District provides fire protection. The nearest station, Station 1, is approximately 5.3 miles away.

The Boone County Regional Sewer District shall provide sanitary sewer to each lot. A proposed 20' utility easement shall be granted offsite of the property being platted to accommodate connection to the public sanitary sewer. Engineered sanitary drawings will be required at the time of the final plat submission. All lots must have direct access to sanitary sewer and meet all the Sewer District's requirements to receive sanitary sewer service.

Lot 68 Highfield Acres shall require vacation. The applicant has proposed to vacate lot 68 by administrative approval by petitioning the Director for approval at the time of final plat submittal.

The property scored 73 points on the rating system

Staff recommends approval of the preliminary plat and granting of waivers with the following conditions:

1. A request to vacate lot 68 of Highfield Acres shall be submitted concurrent to the submission of the final plat.
2. The offsite utility easement to provide sanitary sewer service to the proposed lots shall be secured no later than the final plat submission. Documentation that the easement is secured shall be provided with the final plat submission

and is subject to the satisfaction of both the Boone County Regional Sewer District and the Director of Resource Management.

3. Engineered sanitary plans shall be submitted to the Boone County Regional Sewer District and the Director of Resource Management prior to or concurrent to the submittal of the final plat. Sanitary plans are subject to the satisfaction of the Boone County Regional Sewer District and the Director of Resource Management.
4. Access to lots 201 and 202 via the proposed paired driveway shall be secured from MoDOT. Written proof of approval of the proposed driveway location shall be provided to the Director at plat submittal.
5. All structures marked "to be removed" on the preliminary plat shall be removed from the property before any final plat is received and accepted by the County Commission.

- D. Walter Kirt Nichols Addition to Country Farms Plat 1. R-S. S33-T48N-R13W. Walter Kirt Nichols Revocable "Dispersal" Trust, owner. Jay Gebhardt, surveyor. Missouri Township.

The property is located on Vineyard Way, approximately ½ mile south of Vawter School Road, and adjacent to the city limits of Columbia to the west. This proposal intends to divide the property that was originally platted as Lot 16 of Country Farms in 1977 into three lots of approximately 3.3 acres each. The property is currently undeveloped. The property is zoned Residential Single-Family (R-S). The surrounding zoning is as follows:

- North – R-S
- South – R-S
- East – R-S
- West – City of Columbia

The county zoning is all original 1973 zoning.

The property has direct access to Vineyard Way, a publicly-dedicated, publicly-maintained roadway. The applicant has requested a waiver to the traffic study requirement due to the limited increase in traffic generated by this development and staff concurs with this request.

The property is located in the City of Columbia's service area for water but is served by a Consolidated Water #1 2" line. Any additional services will require City approval to connect to the existing Consolidated Water mains. Improvement to those lines will require City approval. Electrical service is via Boone Electric Cooperative.

The applicant desires on-site wastewater treatment using soil absorption systems. A cost-benefit analysis was done, and while City central sewer is proximate, engineered on-site systems may be permitted under County permit.

The property scored 56 points on the rating system.

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

- E. Whitmarsh Subdivision Plat 2. A-R. S10-T49N-R13W. Kevin & Sharon Gillooly, owners. Donald Bormann, surveyor. Perche Township.

The property is located on O'Neal Road, approximately ¼ mile south of Akeman Bridge Road, approximately 4 miles from the City of Columbia. This property has a house, an on-site wastewater system, and a shop present. The property was originally platted as parts of Whitmarsh Subdivision Plat 1 in 1997, but later transfers split lot 2 of Whitmarsh Subdivision between the owners of lot 1 & lot 3. That division outside the subdivision regulations rendered lots 1 & 3 ineligible for building permits. This plat resolves that issue for lot 1. Lot 3 is still ineligible for building permits. The property is zoned Agriculture-Residential (A-R), as is all of the surrounding property. This is all original 1973 zoning.

The property has an existing access to O'Neal Road. Due to this proposal not increasing traffic sources, the applicant has requested a waiver to the traffic study requirement and staff concurs with this request.

The subject property is in the Consolidated Water service area, Boone Electric's service area, and the Boone County Fire Protection District. Existing infrastructure serves the house and domestic needs of the property.

There is an existing on-site wastewater system serving the house. The applicant has requested a waiver to the wastewater cost-benefit analysis. As there are no central systems in the area and creation of one for this plat is impractical, staff concurs with this request.

The property scored 38 points on the rating system.

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

- F. Serene Sunrise Acres. A-2. S22-T46N-R12W. Ruth & Danny Peterson, owners. Kevin Schweikert, surveyor. Cedar Township.

The property is located at the northwestern corner of the Old Highway 63/Bullard Road intersection. The parent parcel is 54.75 acres in size, and this plat divides off 10 acres in two lots, one at 5.11 acres, the other at 5.12 acres. There is a small shed at a lake on the southern lot, with the shed receiving an administrative

allowance for its location inside the front yard setback. The property is zoned Agriculture-2 (A-2), and the surrounding zoning is as follows:

- North – City of Ashland
- South – A-2
- East – City of Ashland
- West – A-2

The A-2 is original 1973 zoning.

Lot 1 has direct access to Bullard Road and Old Highway 63. Lot 2 has direct access to Old Highway 63. The applicant has requested a waiver to the traffic study requirement. As a two lot plat staff concurs with this request.

The property is served by Consolidated #1 for water, Boone Electric for electrical service, and the Southern Boone County Fire Protection District for fire protection. The water service is off of existing 8" and 4" lines on the west side of Old Highway 63, with any service coming off the 8" line.

Central sewer is available on the east side of Old Highway 63, inside the city limits of Ashland. However, the applicant has decided to make use of on-site wastewater systems rather than annex into the City of Ashland. A cost-benefit analysis was provided that supported annexation for optimal service and public health benefit.

The property scored 71 points on the rating system.

Staff recommends Approval of the plat and granting the requested waiver.

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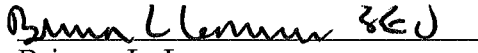
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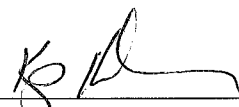
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached federal grant – U.S. Department of Justice Office on Violence Against Women (OVW) for Fiscal Year 2025 Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (IEP) Initiative grant award for the period of May 1, 2026 through April 30, 2029, submitted by the Boone County Prosecuting Attorney's Office.

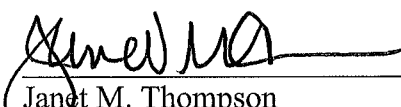
Done this 1<sup>st</sup> day of September, 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



**Department of Justice (DOJ)**  
**Office on Violence Against Women (OVW)**

Washington, D.C. 20531

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------|
| <b>Name and Address of Recipient:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | COUNTY OF BOONE<br>801 E WALNUT ST           |
| <b>City, State and Zip:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | COLUMBIA, MO 65201                           |
| <b>Recipient UEI:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | T3NHKKJW27K8                                 |
| <b>Project Title:</b> Boone County Prosecuting Attorney's Enhancing Investigation and Prosecution Initiative through risk assessment, improved victim engagement and specialized training for law enforcement and prosecutors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | <b>Award Number:</b> 15JOVW-25-GG-01869-POLP |
| <b>Solicitation Title:</b> OVW Fiscal Year 2025 Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) Initiative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                              |
| <b>Federal Award Amount:</b> \$717,628.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | <b>Federal Award Date:</b> 4/22/26           |
| <b>Awarding Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Office on Violence Against Women             |
| <b>Award Type:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  | Initial                                      |
| <b>Funding Instrument Type:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | Grant                                        |
| <b>Assistance Listing:</b><br>16.590 - Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                              |
| <b>Project Period Start Date:</b> 5/1/26                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <b>Project Period End Date:</b> 4/30/29      |
| <b>Budget Period Start Date:</b> 5/1/26                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | <b>Budget Period End Date:</b> 4/30/29       |
| <b>Project Description:</b><br>The Enhancing Investigations and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Initiative (EIP) encourages law enforcement agencies and/or prosecutors' offices to expand and improve their capacity to effectively investigate and/or prosecute domestic violence, dating violence, sexual assault, and stalking, and in so doing, support victim safety and autonomy, hold offenders accountable, and promote agency trust within the surrounding community.<br><br>This dual law enforcement- and prosecution-focused project will: (1) implement a risk assessment to classify and expedite high-risk cases, advocating for higher bonds for dangerous offenders; (2) involve a new investigator who will conduct outreach to victims; (3) strengthen investigation and prosecution of strangulation cases by emphasizing non-visible signs, historical data, medical evaluation, and aggressive felony prosecution; and (4) provide training to law enforcement and prosecutors on dynamics of domestic violence, trauma-informed investigation, lethality assessments, and identifying and handling cases involving strangulation. |  |                                              |
| <b>Award Letter</b><br><br>April 22, 2026<br><br>Dear Jenna Redel,<br><br>On behalf of the Attorney General, it is my pleasure to inform you the Office on Violence Against Women (OVW) has approved the application submitted by COUNTY OF BOONE for an award under the funding opportunity entitled 2025 OVW Fiscal Year 2025 Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                              |

Assault, and Stalking (EIP) Initiative. The approved award amount is \$717,628.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OVW, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Ginger Baran Lyons

Deputy Director for Grants Management and Development (Supervisory Official)

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would

like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

## Memorandum Regarding NEPA

### NEPA Letter Type

OVW – Categorical Exclusion - No Renovations Allowed

### NEPA Letter

Renovations and construction are unallowable under this grant, and therefore none of the following activities will be conducted under the OVW federal action (i.e., the OVW-funded grant project) or a related third-party action:??

1. New construction.??
2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including proper
3. A renovation which will change the basic prior use of a facility or significantly change its size.?
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment
5. Implementation of a program involving the use of chemicals.??

In addition, the OVW federal action is neither a phase nor a segment of a project that, when reviewed in its entirety, would

Consequently, the subject federal action meets the Office on Violence Against Women's criteria for a categorical exclusion.

### NEPA Coordinator

#### First Name

Debra

#### Middle Name

no value

#### Last Name

Murphy

### Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

### Recipient Information

#### Recipient Name

COUNTY OF BOONE

#### UEI

T3NHKKJW27K8

#### Street 1

801 E WALNUT ST

#### Street 2

#### City

COLUMBIA

#### State/U.S. Territory

Missouri

#### Zip/Postal Code

65201

#### Country

United States

#### County/Parish

#### Province

**Award Details****Federal Award Date**

4/22/26

**Award Type**

Initial

**Award Number**

15JOVW-25-GG-01869-POLP

**Supplement Number**

00

**Federal Award Amount**

\$717,628.00

**Funding Instrument Type**

Grant

**Assistance Listing  
Number****Assistance Listings Program Title**

16.590

Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program

**Statutory Authority**

Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2025 OVW Fiscal Year 2025 Enhancing Investigation and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking (EIP) Initiative

**Awarding Agency**

OVW

**Application Number**

GRANT14457940

**Grant Manager Name**

Jason Petry

**Phone Number**

202-856-2218

**E-mail Address**

jason.petry@usdoj.gov

**Project Title**

Boone County Prosecuting Attorney's Enhancing Investigation and Prosecution Initiative through risk assessment, improved victim engagement and specialized training for law enforcement and prosecutors

**Performance Period Start****Date**

05/01/2026

**Performance Period End Date**

04/30/2029

**Budget Period Start Date**

05/01/2026

**Budget Period End Date**

04/30/2029

## Project Description

The Enhancing Investigations and Prosecution of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Initiative (EIP) encourages law enforcement agencies and/or prosecutors' offices to expand and improve their capacity to effectively investigate and/or prosecute domestic violence, dating violence, sexual assault, and stalking, and in so doing, support victim safety and autonomy, hold offenders accountable, and promote agency trust within the surrounding community.

This dual law enforcement- and prosecution-focused project will: (1) implement a risk assessment to classify and expedite high-risk cases, advocating for higher bonds for dangerous offenders; (2) involve a new investigator who will conduct outreach to victims; (3) strengthen investigation and prosecution of strangulation cases by emphasizing non-visible signs, historical data, medical evaluation, and aggressive felony prosecution; and (4) provide training to law enforcement and prosecutors on dynamics of domestic violence, trauma-informed investigation, lethality assessments, and identifying and handling cases involving strangulation.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

## Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

## Other Award Documents

No other award documents have been added.

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

### Condition 1

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice (DOJ), including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment

or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## **Condition 2**

### **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

## **Condition 3**

### **Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## **Condition 4**

### **Requirements related to System for Award Management and unique entity identifiers**

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers") and are incorporated by reference here.

## **Condition 5**

### **Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Condition 6**

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)") and are incorporated by reference here.

**Condition 7**

Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (notice of funding opportunity), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

**Condition 8**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

**Condition 9**

OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf>.

**Condition 10**

Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**Condition 11**

## Potential Imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

### **Condition 12**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

### **Condition 13**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at [https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written\\_Notice\\_of\\_Beneficiary\\_Protections.pdf](https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written_Notice_of_Beneficiary_Protections.pdf).

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements.

For more information on the requirements referenced in this condition, see <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

### **Condition 14**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

### **Condition 15**

Federal civil rights and nondiscrimination laws (certification)

The recipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

### **Condition 16**

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee)

at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

#### **Condition 17**

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: General appropriations-law restrictions on use of federal award funds") and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

#### **Condition 18**

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/grant-complaint> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

#### **Condition 19**

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the

nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

#### **Condition 20**

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

#### **Condition 21**

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Condition 22**

Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

**Condition 23**

Availability of general terms and conditions on OVW website

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

**Condition 24**

Compliance with statutory and regulatory requirements

The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

**Condition 25**

Compliance with notice of funding opportunity requirements

The recipient agrees that it must be in compliance with requirements outlined in the notice of funding opportunity (NOFO) under which the approved application was submitted, the applicable Application Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program NOFO, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

**Condition 26**

VAWA 2013 nondiscrimination condition

The recipient agrees to comply with 34 U.S.C. 12291(b)(13) in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

**Condition 27**

Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**Condition 28**

Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

#### **Condition 29**

##### **Non-supplantation**

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

#### **Condition 30**

##### **Confidentiality and information sharing**

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

#### **Condition 31**

##### **Activities that compromise victim safety and recovery or undermine offender accountability**

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the notice of funding opportunity or companion guide under which the application was submitted.

#### **Condition 32**

##### **Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence**

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence") and are incorporated by reference here.

#### **Condition 33**

##### **Termination or suspension**

The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant notice of funding opportunity, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for

termination of grants and cooperative agreements is 2 C.F.R. 200.340.

**Condition 34**

**Semiannual and final performance report submission**

The recipient agrees to submit semiannual performance reports that describe activities conducted during the reporting period, including program effectiveness measures. Reports must be submitted throughout the project period, even if no funds were spent and no activities were conducted in a given reporting period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

The information that must be collected and reported to OVW can be found in the reporting form associated with the grant program or initiative under which this award was made. Performance reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31. Recipients are required to submit their reports through the Justice Grants System, unless and until OVW issues updated instructions for report submission. The final report is due 90 days after the end of the project period and should be marked "final" in the Report Type field.

**Condition 35**

**Quarterly Federal Financial Reports**

The recipient agrees that it will submit quarterly Federal Financial Reports (SF-425) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 120 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

**Condition 36**

**Program income**

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the recipient must seek approval from its program manager via a budget modification Grant Award Modification (GAM) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAM must be reported in the recipient's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAM by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the recipient.

**Condition 37**

**FFATA reporting subawards and executive compensation**

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS) through the System for Award Management (SAM) at <https://www.sam.gov/fsrs>. The details of recipient obligations, which derive from FFATA, are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Reporting Subawards and Executive Compensation") and are incorporated by reference here.

**Condition 38**

**Changes to MOU and/or IMOA**

The recipient agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding and, if applicable, the Internal Memorandum of Agreement.

**Condition 39****Submission of all materials and publications**

The recipient agrees to submit to OVW one copy of all materials and publications (written, web-based, audio-visual, or any other format) that are funded under this award not less than twenty days prior to distribution or public release. If the materials are found to be outside the scope of the program, or in some way to compromise victim safety, the recipient will need to revise the materials to address these concerns or the recipient will not be allowed to use award funds to support the development or distribution of the materials.

**Condition 40****Publication disclaimer**

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No.

\_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

**Condition 41****Copyrighted works**

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

**Condition 42****Grantee orientation - mandatory attendance**

First-time recipients, or continuation recipients if requested, must agree to have key staff members, as identified by OVW, attend the OVW grantee orientation seminar, which may be offered in-person, online, or a combination of both. Additionally, if there is a change in the project director/coordinator during the grant period, the recipient agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an in-person OVW grantee orientation seminar or require completion of the orientation online, whichever is available.

**Condition 43****Prior approval for non-OVW sponsored technical assistance**

The recipient agrees that funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, the recipient must submit a copy of the event's brochure, a curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The request

must be submitted to OVW at least 20 days prior to registering for the event. Requests to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.

#### **Condition 44**

##### **Participation in OVW-sponsored technical assistance**

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

#### **Condition 45**

##### **Consultant compensation rates**

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

#### **Condition 46**

##### **Required SAM reporting**

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM") and are incorporated by reference here.

#### **Condition 47**

##### **Prohibition on use of funds for victim services**

The recipient may not use funds to provide or support direct services to victims. This includes services provided by "victim service providers," as defined by 34 U.S.C. § 12991(b)(50) (nongovernmental/nonprofit organizations, coalitions, and rape crisis centers). This prohibition does not include system-based advocacy, meaning advocacy services provided by people who work for law enforcement agencies, prosecution offices, courts or court-related agencies.

#### **Condition 48**

##### **Indirect costs**

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

#### **Condition 49**

##### **Conditional clearance with release of technical assistance funds**

The recipient acknowledges that the budget for this award is pending review and approval. Until OVW approves the budget, any obligations or expenditures incurred by the recipient are made at the recipient's own risk. The recipient may obligate, expend, or draw down up to \$10,000 for participation in or travel-related expenses to attend OVW-sponsored technical assistance events, but these obligations and expenditures remain at the recipient's own risk until the budget is approved. Remaining funds will not be available for drawdown until OVW's Grants Financial Management Division has approved the budget and budget narrative via a Grant Award Modification (GAM). If applicable, the Indirect Cost Rate will be identified in the GAM when the budget is approved. If there is another condition on the award prohibiting any obligation, expenditure, and drawdown of any funds, that other condition will control.

#### **Condition 50**

Terms and conditions subject to court ordered stay

Award condition 15 ("Federal civil rights and nondiscrimination laws (certification)") and any certification submitted by the recipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2026 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

### **Award Acceptance**

#### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

#### **Agency Approval**

**Title of Approving Official**  
Deputy Director for Grants  
Management and Development  
(Supervisory Official)

**Name of Approving Official**  
Ginger Baran Lyons

**Signed Date And Time**  
4/20/26 12:52 PM

**Authorized Representative**

☒ Declaration and Certification

**Entity Acceptance**

**Title of Authorized Entity Official**

Treasurer

**Name of Authorized Entity Official**

Jenna Redel

**Signed Date And Time**

5/1/2026 3:36 PM

# CERTIFIED COPY OF ORDER

432-2026

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

1<sup>st</sup>

day of September

20 26

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 Amendment Number Five to the Legal Services Agreement between Boone County and Sue Boresi that was originally approved in Commission Order 232-2025, with Amendment Number One being approved in Commission Order 487-2025, and Amendment Number Two being approved in Commission Order 571-2025, and Amendment Number Three being approved in Commission Order 106-2026, and Amendment Number Four being approved in Commission Order 130-2026.

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

Done this 1<sup>st</sup> day of September, 2026.

ATTEST:

Brianna L. Lennon SED  
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

**AMENDMENT NUMBER FIVE  
TO  
LEGAL SERVICES AGREEMENT &  
ATTORNEY RETAINER AGREEMENT**

**THE AGREEMENT** approved in Commission Order 323-2025 by and between **Boone County, Missouri**, a first-class county ("County") by and through its County Commission, upon the recommendation of the elected prosecutor, **Roger Johnson**, and **Sue Boresi**, (herein "Special Assistant Prosecutor"), and previously amended in Commission Order 487-2025, Commission Order 571-2025, Commission Order 102-2026, Commission Order 130-2026, is further amended as follows:

1. **ADD** - provide co-counsel Special Assistant Prosecutor services, specifically: State v. Nicholas Ayres 26BA-CR03641. Prosecutor will provide Special Assistant Prosecutor with access to administrative support staff, investigatory services, and other resources necessary for Special Assistant Prosecutor to complete assigned projects. All tangible work product shall be considered the property of the Boone County Prosecuting Attorney's office. In consideration for the Special Assistant Prosecutor's provision of services under this agreement, the County agrees to compensate Special Assistant Prosecutor for services rendered in accordance with the following:

- a. A retainer of Four Thousand Dollars \$4,000.00 for the assigned case.
- b. Trial days paid at the following rates:
  - i. \$1,500.00 for the first day of trial;
  - ii. \$1,000.00 for each subsequent day of trial.

2. **Not-To-Exceed Amount** - County's obligations under this contract for all payments to Special Assistant Prosecutor shall not exceed Forty-Nine Thousand (\$49,000.00) without prior, written approval of the County.

3. Except as specifically amended herein, all other terms, conditions, and provision of the original agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**SPECIAL ASSISTANT PROSECUTOR:**

/s/ Susan Boresi

\_\_\_\_\_  
Sue Boresi

August 21, 2026

Dated: \_\_\_\_\_

**BOONE COUNTY, MISSOURI**

By:

\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L. Lennon SEC  
Brianna L. Lennon, County Clerk

APPROVED:

[Signature]  
Roger Johnson, Boone County Prosecutor

APPROVED AS TO FORM:

[Signature]  
CJ Dykhouse, County Counselor

**Auditor Certification:**

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

Kyle Rieman by A.N. @ 8-25-26  
Kyle Rieman, Auditor                      Date

Appropriation Account  
1261-71105

# CERTIFIED COPY OF ORDER

433 -2026

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 26

County of Boone

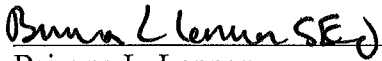
In the County Commission of said county, on the 1<sup>st</sup> day of September 20 26

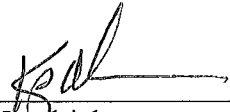
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby extend 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.

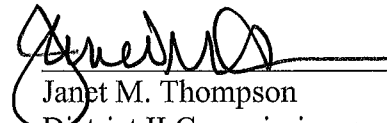
Done this 1<sup>st</sup> day of September, 2026.

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

## Resource Management

Planning | Inspection | Engineering | Stormwater | Wastewater

---

To: Boone County Commission

From: Nicki Rinehart, Stormwater Coordinator

Subject: EXTENSION OF STORMWATER SECURITY AGREEMENT AND EROSION AND SEDIMENT CONTROL  
PERFORMANCE BOND FOR WW COMMERCIAL

Date: 24 August 2026

The purpose of this memo is to request acceptance of the extension of the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond for WW Commercial.

The Performance Bond was issued by Liberty Mutual Insurance Company in the amount of \$58,320.10. Said Performance Bond was issued on behalf of Emery Sapp & Sons, Inc. for construction activities and stormwater improvements located at WW Commercial, E. Hwy WW., Columbia, MO 65201. The original Commission Order accepting the Performance Bond is 332-2022.

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

THIS AGREEMENT, effective July 29, 2026, 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, 2026; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Performance Bond to July 5, 2027.

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, reduced to \$30,326.45, with an expiration date of July 5, 2026, 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, 2027.
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:

  
\_\_\_\_\_

**EMERY SAPP & SONS, INC.**

By:

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

**BOONE COUNTY:**

(Commission Order: 433-2026 )

By:

  
\_\_\_\_\_  
Kip Kendrick, Presiding Commissioner

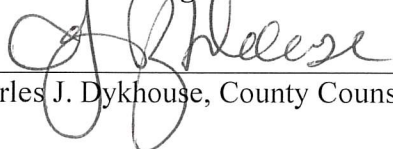
ATTEST:

  
\_\_\_\_\_  
Brianna L. Lennon, County Clerk

**APPROVED BY:**

  
\_\_\_\_\_  
~~Interim~~ 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: 8216603-973699

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, Shannon Burgess; Louis A. Landwehr; Misty Leonard; Allison Madrid; Crystal York

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 29th day of July, 2026.



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 29th day of July, 2026 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, 2029  
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 12th day of August, 2026.



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.

349-2025

**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:

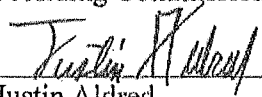
Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and Old Hawthorne Development, by and through its Contractor, Emery Sapp & Sons, Inc. The terms of the agreement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

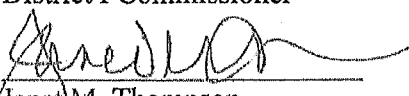
Done this 29<sup>th</sup> day of July 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

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

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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:

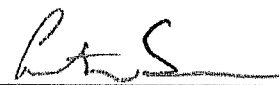
  
Allison Madrid, Attorney-in-Fact

**EMERY SAPP & SONS, INC.**

By:



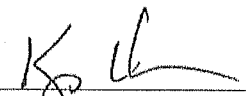
ATTEST:



**BOONE COUNTY:**

(Commission Order: 369-2025)

By:

  
Kip Kendrick, Presiding Commissioner

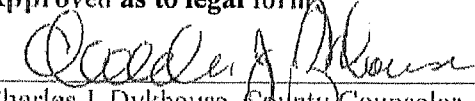
ATTEST:

  
Brianna L. Lennon, County Clerk

**APPROVED BY:**

  
Bill Horen, Director  
Boone County Resource Management

**Approved as to legal form**

  
Charles J. Dykhous, 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, 2025  
Commission number 1128044  
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

9/17/2024

## CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 24

County of Boone

ea.

In the County Commission of said county, on the

17th

day of

September

20 24

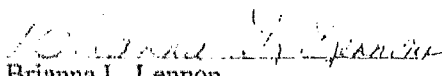
the following, among other proceedings, were had, viz:

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.

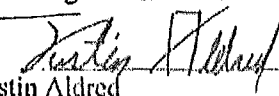
Done this 17<sup>th</sup> day of September 2024.

ATTEST:

  
Brianna L. Lennon

Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
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.

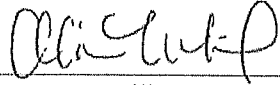
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

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:



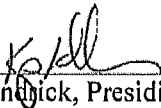
ATTEST:



**BOONE COUNTY:**

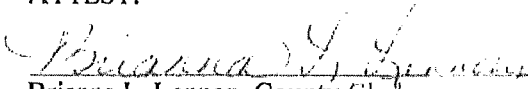
(Commission Order: 447-2024)

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, Alison 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  
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 28, 2025  
Commission number 1128044  
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 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  
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 }  
County of Boone

July Session of the July Adjourned

722-70

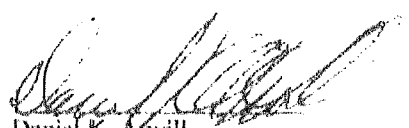
In the County Commission of said county, on the 26th day of July 2022

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 26<sup>th</sup> 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 5<sup>th</sup> 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: Billy G. Sepp

Printed Name: Billy G. Sepp

Title: Manager

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Bill Florea  
Bill Florea, Director Resource Management

County Commission:

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

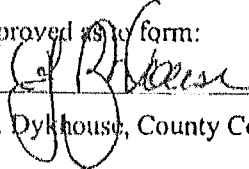
Attest:

Brianna Lennon  
Brianna Lennon, Boone County Clerk

County Treasurer

  
Dustin Stanton, County Treasurer

Approved as to form:

  
C.J. Dykhouse, County Counselor

Executed in 3 Originals

Bond No. 39S224788

## 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 Obligor, 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, 20 22.

Emery Sapp & Sons, Inc.

(SEAL)

BY: BJ

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  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

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  
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, 2022



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.

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.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

1<sup>st</sup>

day of September

20 26

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 Budget Revision for Department 2082 for the anticipated fees for an outside surveyor.

Done this 1<sup>st</sup> day of September, 2026.

ATTEST:

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

Kip Kendrick  
Kip Kendrick  
Presiding Commissioner

Justin Aldred  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

RECEIVED

8/20/26  
EFFECTIVE DATE

AUG 21 2026

BOONE COUNTY  
AUDITOR

FOR AUDITORS USE

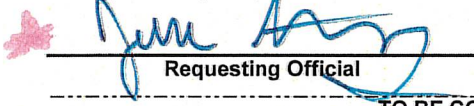
(Use whole \$ amounts)  
Transfer From      Transfer To  
Decrease          Increase

| Dept | Account | Dept Name          | Account Name        | Transfer From<br>Decrease | Transfer To<br>Increase |
|------|---------|--------------------|---------------------|---------------------------|-------------------------|
| 2082 | 10100   | R&B Rm Engineering | Salaries & Wages    | 44,740                    |                         |
| 2082 | 71100   | R&B Rm Engineering | Outsourced Services |                           | 44,740                  |
|      |         |                    |                     |                           |                         |
|      |         |                    |                     |                           |                         |
|      |         |                    |                     |                           |                         |
|      |         |                    |                     |                           |                         |
|      |         |                    |                     |                           |                         |
|      |         |                    |                     |                           |                         |
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|      |         |                    |                     |                           |                         |
|      |         |                    |                     |                           |                         |
|      |         |                    |                     |                           |                         |
|      |         |                    |                     |                           |                         |
|      |         |                    |                     | 44,740                    | 44,740                  |

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

Moving money budgeted for Surveyor salary to class 7 to cover cost of using outside surveyor to review planning documents (Plats, Admin Surveys, etc.)

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

  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- ☐ A schedule of previously processed Budget Revisions/Amendments is attached  
☐ Unencumbered funds are available for this budget revision.  
☒ Comments: *Class 1 balance attached*

  
Auditor's Office

  
PRESIDING COMMISSIONER

   
DISTRICT I COMMISSIONER      DISTRICT II COMMISSIONER

| Div | Account | Account Description | Item | Est'd Cost |
|-----|---------|---------------------|------|------------|
|-----|---------|---------------------|------|------------|

|            | Account  | Account Description                                       | Item                                                         | Estd Cost                          |
|------------|----------|-----------------------------------------------------------|--------------------------------------------------------------|------------------------------------|
| Div        | 2082     | 10100 Salaries & Wages                                    | Salary                                                       | \$75,629.00                        |
|            | 2082     | 10110 Overtime                                            | Exempt                                                       | \$0.00                             |
|            | 2082     | 10200 FICA                                                | Employer SocSec/Medicare                                     | \$5,785.62                         |
|            | 2082     | 10300 Health Insurance                                    | Employee only-PPO                                            | \$0.00                             |
|            | 2082     | 10310 County HAS Contribution                             | \$100 per month                                              | \$207.87                           |
|            | 2082     | 10325 Disability Insurance                                | Using Salary only                                            | \$0.00                             |
|            | 2082     | 10330 Cnty Pd Dependent Prem-Health                       |                                                              | \$0.00                             |
|            | 2082     | 10331 Cnty Pd Dependent Prem-Dental                       |                                                              | \$0.00                             |
|            | 2082     | 10350 Life Insurance                                      | Employee only                                                | \$72.00                            |
|            | 2082     | 10375 Dental Insurance                                    | Employee only                                                | \$420.00                           |
|            | 2082     | 10400 Workers Comp                                        | On Salary only                                               | \$2,979.78                         |
|            | 2082     | 10500 401 A Match Plan                                    | \$25 pay period                                              | \$650.00                           |
|            | 2082     | 10510 Cert-Employer Pd Contribution                       | On Salary only                                               | \$1,512.58                         |
|            |          | <b>Subtotal Class One Expenses</b>                        |                                                              | <b>\$87,256.85</b>                 |
|            | 2082     | 23000 Office Supplies                                     | Minimal                                                      | \$0.00                             |
|            | 2082     | 23001 Printed Materials                                   | Business Cards                                               | \$0.00                             |
|            | 2082     | 23039 Field Supplies                                      | Nail, Survey Lathes/Markers                                  | \$320.00                           |
|            | 2082     | 37000 Dues                                                | Lic/Co Surv/Soc Surv/Natl Surv                               | \$235.00                           |
|            | 2082     | 37200 Registration                                        | MO Assn/MO Soc Prov Surv                                     | \$530.00                           |
|            | 2082     | 37220 Travel                                              | MO Assn/MO Soc Prov Surv                                     | \$550.00                           |
|            | 2082     | 48050 Mobile Device Service (phone/lpad)                  | Find Me Spot                                                 | \$0.00                             |
|            | 2082     | 48050 Mobile Device Service (phone/lpad)                  | Upgrade equipment - data plan                                | \$132.00                           |
|            | 2082     | 48050 Mobile Device Service (phone/lpad)                  | New data collector                                           | \$0.00                             |
|            | 2082     | 59000 Motorfuel/Gasoline                                  | 290 gallons @ \$2.95                                         | \$855.50                           |
|            | 2082     | 59100 Vehicle Repairs/Maintenance                         | Car Wash/Oil chg/repairs                                     | \$280.00                           |
|            | 2083     | 60051 IT Equip Service Contract                           | Toughbook maintenance                                        | \$0.00                             |
|            | 2082     | 70050 Software Service Contract                           | Data Collector/Robot/Upgrade Survey software                 | \$1,625.00                         |
|            | 2082     | 70100 Software Subscriptions                              | Replicon                                                     | \$244.00                           |
|            | 2048     | 71001 Automobile Physical Damage Insurance                | 2022 rate                                                    | \$780.00                           |
|            | 2048     | 71002 Automobile Liability Insurance                      | 41.6% of 71001                                               | \$324.48                           |
|            | 2082     | 71700 Building & Equip Rental                             | GPS                                                          | \$1,800.00                         |
|            | 2082     | 83815 Facilities Internal Service Charge                  | Parking Employee & County vehicle \$37.15/mn/vh(2022)        | \$980.00                           |
|            | 2082     | 92300 Replcmnt Mach & Equip                               | Upgrade Data Collector                                       | \$4,922.00                         |
|            | 2082     | 92301 Desktop computer                                    | On 5 year replacement cycle -                                |                                    |
|            | 2082     | 91400 Autos/Trucks                                        | Every 8-10 yrs-Vehicle replaced -                            |                                    |
|            |          | <b>Subtotal Other Expenses</b>                            |                                                              | <b>\$13,577.98</b>                 |
|            |          |                                                           | Expenses Paid in 2026                                        | <b>(\$235.00)</b>                  |
|            |          |                                                           | Parking County vehicle                                       |                                    |
|            |          | <b>Estimated Amount in CY Budget to cover outsourcing</b> |                                                              | <b>\$100,599.83</b>                |
|            |          |                                                           | Allstate invoice 13351 - Jan                                 | <b>(\$2,290.00)</b>                |
|            |          |                                                           | Allstate invoice 13435 - Feb                                 | <b>(\$4,162.50)</b>                |
|            |          |                                                           | Allstate invoice 13539 - Mar                                 | <b>(\$4,105.00)</b>                |
|            |          |                                                           | Allstate invoice 13625 - Mar/Apr                             | <b>(\$3,792.50)</b>                |
|            |          |                                                           | A Civil Group invoice #'s 22449, 22453, 22445, 22452, 22448, | <b>(\$5,711.25)</b>                |
|            |          |                                                           | 22447, 22446, 22450 & 22444 - May                            | <b>(\$3,145.00)</b>                |
|            |          |                                                           | Allstate invoice 13800 - Apr/May                             | <b>(\$4,753.50)</b>                |
|            |          |                                                           | A Civil Group invoice #'s 22670, 22673, 22671, 22674, 22676  | <b>(\$1,587.50)</b>                |
|            |          |                                                           | & 22675 - mid Aug                                            | <b>(\$3,693.41)</b>                |
|            |          |                                                           | Allstate invoice 14012 - Jun/Jul                             |                                    |
|            | 20-Aug   |                                                           |                                                              |                                    |
|            |          | \$24,426.25                                               |                                                              |                                    |
| Balance    | 71100    | \$20,313.76                                               |                                                              |                                    |
| 5.5 months |          | \$44,740.01                                               |                                                              |                                    |
|            | Revision |                                                           |                                                              |                                    |
|            |          |                                                           |                                                              | <b>\$71,052.58</b>                 |
|            |          |                                                           |                                                              | <b>Estimated Balance Available</b> |

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 8/25/26 10:51:56

|                |                         |                        |            |
|----------------|-------------------------|------------------------|------------|
| Year           | 2026                    | Original Appropriation | 658,692.00 |
| Dent           | 2082 R&R RM ENGINEERING | Revisions              |            |
| Acct           | 10000 PERSONAL SERVICES | Original + Revisions   | 658,692.00 |
| Fund           | 204 ROAD & BRIDGE FUND  | Expenditures           | 340,053.92 |
|                |                         | Encumbrances           |            |
|                |                         |                        | 0          |
| Account Type   | E EXPENSE               | Remaining Balance      | 318,638.08 |
| Normal Balance | D DEBIT                 | Shadow Balance         | 318,638.08 |

I c

Expenditures by Period

|          |           |           |           |
|----------|-----------|-----------|-----------|
| January  | 37,155.97 | July      | 64,604.37 |
| February | 43,278.76 | August    | 21,603.13 |
| March    | 43,221.44 | September |           |
| April    | 43,011.25 | October   |           |
| May      | 43,551.00 | November  |           |
| June     | 43,627.71 | December  |           |

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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

1<sup>st</sup>

day of September

20 26

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

Now on this day, the County Commission of the County of Boone does hereby approve the acceptance of the SFY 2027 State Cyber Crime Grant Award to the Boone County Sheriff's Office and the attached award agreement. The Presiding Commissioner is also authorized to sign this award agreement.

Done this 1<sup>st</sup> day of September, 2026.

ATTEST:

Brianna L. Lennon SED  
 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

**MIKE KEHOE**  
Governor

**MARK S. JAMES**  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: (573) 751-4905  
Fax: (573) 751-5399

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

August 4, 2026

Kip Kendrick, Presiding Commissioner  
Boone County, Cyber Task Force  
801 E. Walnut St.  
Columbia, MO 65201

**Re: SFY 2027 State Cyber Crimes Grant (SCCG) Award**  
**Award Number: 2027-SCCG-001**

Dear Mr. Kendrick:

Thank you for your application submission to the SFY 2027 State Cyber Crimes Grant (SCCG). Your application has been selected for funding in the amount of \$307,205.85.

Enclosed is the SFY 2027 SCCG Award Agreement. The Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS) asks you to carefully review and sign the documentation provided. By signing the Award Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office via email no later than September 4, 2026.

The project period of performance for this award begins June 1, 2026 and ends May 31, 2027.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Sandy Kremer at (573) 751-5997 or [Sandy.Kremer@dps.mo.gov](mailto:Sandy.Kremer@dps.mo.gov).

Sincerely,

A handwritten signature in black ink that reads "Joni McCarter".

Joni McCarter, Program Manager  
Missouri Department of Public Safety  
Office of Homeland Security



Missouri Department of Public Safety  
Office of Homeland Security  
DPS Grants  
P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-522-6125 Fax: 573-526-9012

## AWARD AGREEMENT

|              |               |
|--------------|---------------|
| DATE         | 07/01/2026    |
| AWARD NUMBER | 2027-SCCG-001 |

|                                                                                               |                                                                                  |                   |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------|
| RECIPIENT NAME<br>Boone County, Cyber Task Force                                              |                                                                                  |                   |
| ADDRESS<br>801 E. Walnut St.                                                                  |                                                                                  |                   |
| CITY<br>Columbia                                                                              | STATE<br>MO                                                                      | ZIP CODE<br>65201 |
| TOTAL AMOUNT OF STATE<br>\$307,205.85                                                         |                                                                                  |                   |
| PROJECT PERIOD FROM<br>06/01/2026                                                             | PROJECT PERIOD TO<br>05/31/2027                                                  |                   |
| PROJECT TITLE<br>SFY 2027 SCCG - Boone County Sheriff's<br>Department Cyber Crimes Task Force | FUNDED BY<br>Missouri Department of Public Safety/Office of<br>Homeland Security |                   |
| METHOD OF PAYMENT (Reimbursement – Advanced)<br>Reimbursement                                 |                                                                                  |                   |

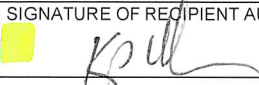
### CONTACT INFORMATION

| DPS GRANTS CONTACT                        | RECIPIENT PROJECT DIRECTOR                     |                                             |
|-------------------------------------------|------------------------------------------------|---------------------------------------------|
| NAME<br>Sandy Kremer                      | NAME<br>Dwayne Carey, Sheriff                  |                                             |
| E-MAIL ADDRESS<br>Sandy.Kremer@dps.mo.gov | ADDRESS<br>2121 County Dr.                     |                                             |
| TELEPHONE<br>573-751-5997                 | CITY, STATE AND ZIP CODE<br>Columbia, MO 65202 |                                             |
| PROGRAM MANAGER<br>Joni McCarter          | TELEPHONE<br>573-875-1111                      | E-MAIL ADDRESS<br>DCarey@boonecountymmo.org |

|                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUMMARY DESCRIPTION OF PROJECT<br><br>The goal of the SCCG Program is to make funds available to reduce internet sex crimes against children and improve public safety for children through investigations, forensics, and prevention. This program provides support of the continued operation of multi-jurisdictional law enforcement cybercrime task forces. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### AWARDING AGENCY APPROVAL

### RECIPIENT AUTHORIZED OFFICIAL APPROVAL

|                                                                 |      |                                                                                               |            |
|-----------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------|------------|
| TYPED NAME AND TITLE OF DPS OFFICIAL<br>Mark S. James, Director |      | TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL<br>Kip Kendrick, Presiding Commissioner |            |
| SIGNATURE OF APPROVING DPS OFFICIAL                             | DATE | SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL                                                    | DATE       |
|                                                                 |      |           | 09.01.2026 |

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

|                                                           |                                             |
|-----------------------------------------------------------|---------------------------------------------|
| GRANT PROGRAM<br>SFY 2027 State Cyber Crimes Grant (SCCG) | RECIPIENT<br>Boone County, Cyber Task Force |
| AWARD NUMBER<br>2027-SCCG-001                             | DATE<br>07/01/2026                          |

**AWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

1. **Allowable Costs:** The recipient understands that only allowable items in the approved budget will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The recipient also agrees to expend funds no later than the date identified in the "SCCG Notice of Funding Opportunity (NOFO)". (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the DPS/OHS. The recipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.
2. **Award Adjustments:** The recipient understands that any deviation from the approved award must have prior approval from the DPS/OHS. No additional funding shall be awarded to a recipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.
3. **Award Document Changes:** In the event the DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
4. **Buy American:** The recipient acknowledges [Sections 34.350-34.359 RSMo](#) regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
5. **Buy Missouri:** The recipient also acknowledges Sections [34.070](#) and [34.073 RSMo](#), regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
6. **Change in Personnel:** The recipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants. The notification shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants.
7. **Compliance Workshop:** As a recipient of state funds, the recipient is required to participate in any applicable Compliance Workshop hosted by the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS). The Compliance Workshop may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project

|                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AUTHORIZED OFFICIAL INITIALS<br>  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                           |                                             |
|-----------------------------------------------------------|---------------------------------------------|
| GRANT PROGRAM<br>SFY 2027 State Cyber Crimes Grant (SCCG) | RECIPIENT<br>Boone County, Cyber Task Force |
| AWARD NUMBER<br>2027-SCCG-001                             | DATE<br>07/01/2026                          |
| <b>AWARD AGREEMENT</b><br><b>ARTICLES OF AGREEMENT</b>    |                                             |

implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

8. **Contractual Services:** For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided.
  - b. A copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
9. **Criminal Activity:** The recipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this award is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
10. **Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
11. **Discrimination in Public Accommodations:** The recipient assures compliance with [Section 213.065 RSMo](#), in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
12. **DPS Financial and Administrative Guide:** To follow the grant program guidelines as stated in the DPS Financial and Administrative Guide for CJ/LE Grants, as well as Information Bulletins released by the DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS Grant programs.
13. **Duplication of Networks:** The recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Interoperability Center.
14. **Duplicative Funding:** The recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the DPS/OHS. If so requested and allowed by the DPS/OHS, the recipient shall submit a "Subaward Adjustment" to eliminate any inappropriate duplication of funding.

|                                                           |                                             |
|-----------------------------------------------------------|---------------------------------------------|
| GRANT PROGRAM<br>SFY 2027 State Cyber Crimes Grant (SCCG) | RECIPIENT<br>Boone County, Cyber Task Force |
| AWARD NUMBER<br>2027-SCCG-001                             | DATE<br>07/01/2026                          |
| <b>AWARD AGREEMENT</b><br><b>ARTICLES OF AGREEMENT</b>    |                                             |

15. **Employment of Unauthorized Aliens:** Pursuant to [Section 285.530.1 RSMo](#), the recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with [Sections 285.525 to 285.550, RSMo](#), a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

16. **Enforceability:** If a recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
17. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The recipient shall use and manage equipment in accordance with its procedures if the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment following the DPS Administrative Guide.
18. **Fair Labor Standard Act:** All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the [Section 290.502 RSMo](#).
19. **Federal Equitable Sharing Funds:** The recipient assures its law enforcement agency is in compliance with the state provisions of [Section 513.653 RSMo](#), relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.
20. **Financial Reporting Requirements:** The recipient agrees to complete and submit any financial reports required for this program when requested by the DPS/OHS. Failure to submit reports by the deadline may result in delay for reimbursement requests and/or cancellation of the award.
21. **Fund Availability:** The recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under

|                                                           |                                             |
|-----------------------------------------------------------|---------------------------------------------|
| GRANT PROGRAM<br>SFY 2027 State Cyber Crimes Grant (SCCG) | RECIPIENT<br>Boone County, Cyber Task Force |
| AWARD NUMBER<br>2027-SCCG-001                             | DATE<br>07/01/2026                          |

## AWARD AGREEMENT

### ARTICLES OF AGREEMENT

this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The recipient further understands and agrees that neither the DPS/OHS nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds of withholdings.

22. **Governing Directives:** The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "SCCG Notice of Funding Opportunity", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", and other applicable state laws or regulations.

23. **Grant Reporting:** Status reports are required to be submitted quarterly through the WebGrants system.

| Quarter | Due Date   | Reporting Period      |
|---------|------------|-----------------------|
| 1       | 09/10/2026 | 06/01/2026-08/31/2026 |
| 2       | 12/10/2026 | 09/01/2026-11/30/2026 |
| 3       | 03/10/2027 | 12/01/2026-02/28/2027 |
| 4       | 06/10/2027 | 03/01/2027-05/31/2027 |

24. **Information Sharing:** The recipient agrees to share information and cooperate with the Missouri Department of Social Services, Missouri State Highway Patrol, and existing Internet Crimes Against Children task force programs.

25. **Law Enforcement Agency Requirements:** Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

- a. **Section 43.505 RSMo - Uniform Crime Reporting:** Pursuant to [Section RSMo 43.505.3](#), each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.
- b. **Section 590.650 RSMo - Vehicle Stops Report:** Pursuant to [Section 590.650.3 RSMo](#), each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.
- c. **Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021:** Pursuant to [Section 590.1265 RSMo](#), each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have

AUTHORIZED OFFICIAL INITIALS




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| <b>AWARD AGREEMENT</b><br><b>ARTICLES OF AGREEMENT</b>    |                                             |

not submitted Use of Force reports for three or more months in the previous twelve months.

- d. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.
- e. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
- f. Section 590.700 RSMo - Custodial Interrogations: Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.

- 26. **Lobbying**: The recipient understands and agrees that state funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
- 27. **Monitoring**: The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.
- 28. **Non-Disclosure Agreements**: The recipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

In accepting this award, the recipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict

AUTHORIZED OFFICIAL INITIALS



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(or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.

29. **Non-Supplanting:** The recipient assures that state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
30. **Procurement:** The recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:
- a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
  - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
  - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
  - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
  - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the DPS/OHS.
31. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the award was approved.
32. **Relationship:** The recipient agrees that it will represent itself to be an independent recipient offering such services to the public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

AUTHORIZED OFFICIAL INITIALS

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|-----------------------------------------------------------|---------------------------------------------|
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| <b>AWARD AGREEMENT</b><br><b>ARTICLES OF AGREEMENT</b>    |                                             |

33. **Release of Funds:** The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
34. **Reporting Potential Fraud, Waste, and Abuse:** The recipient shall not make false statements or claims in connection with any funds awarded by the DPS/OHS. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The recipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, recipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:
- (a) Submitted a claim that violates the False Claims Act; or
  - (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award, must be reported to the DPS/OHS by one of the following methods:

Mail: Missouri Department of Public Safety  
Office of Homeland Security  
Attn: DPS Grants  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

Email: [dpsgrants@dps.mo.gov](mailto:dpsgrants@dps.mo.gov)  
Fax: (573) 526-9012

The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this award.

35. **Supplies/Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
36. **Suspension/Debarment:** The recipient acknowledges, pursuant to debarment and suspension regulations implemented at [1 CSR 40-1.060](#), and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The recipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.
37. **Suspension/Termination of Award:** The DPS/OHS reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the DPS/OHS, become property of the State of Missouri.

AUTHORIZED OFFICIAL INITIALS



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In the event an award is suspended or permanently terminated, the DPS/OHS may take action as deemed appropriate to recover any portion of the award funds remaining or an amount equal to the portion of the award funds wrongfully used.

38. **Texting While Driving:** The DPS/OHS encourages the recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
39. **Time Records Requirements:** The recipient assures that all project personnel funded through this award will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the DPS/OHS upon request.
40. **Unlawful Employment Practices:** The recipient assures compliance with Section 213.055 [RSMo](#), in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

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| AUTHORIZED OFFICIAL INITIALS<br> |
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## 2026-2027 SCCG Working Budget

| Description                                                  |  | Proposed Budget<br>based on award | Notes                   |
|--------------------------------------------------------------|--|-----------------------------------|-------------------------|
| <b>Personnel</b>                                             |  |                                   |                         |
| Detective salary - Andy Evans                                |  | \$ 78,228.80                      |                         |
| Detective salary - Jared Rausch                              |  | \$ 74,443.20                      |                         |
| Detective salary - Dustin Heckmaster                         |  | \$ 79,497.60                      |                         |
| Sub Total                                                    |  | \$ 232,169.60                     |                         |
| <b>Supplies/Operations</b>                                   |  |                                   |                         |
| ADF Digital Evidence Investigator License Renew              |  | \$ 3,232.93                       | Carasoft NASPO contract |
| Cellebrite Inseyets - Heckmaster                             |  | \$ 9,250.00                       | Carasoft NASPO contract |
| 15 Unlocks Package - Heckmaster                              |  | \$ 5,500.00                       | Carasoft NASPO contract |
| Cellebrite Inseyets - Schoolcraft                            |  | \$ 9,250.00                       | Carasoft NASPO contract |
| GrayShift GrayKey Software/License Renew - 50%               |  | \$ 19,180.82                      | Carasoft NASPO contract |
| Griffeye Advanced - Schoolcraft                              |  | \$ 2,744.00                       | Carasoft NASPO contract |
| Griffeye Lace Carver - Schoolcraft                           |  | \$ 357.50                         | Carasoft NASPO contract |
| Griffeye Advanced - Heckmaster                               |  | \$ 2,744.00                       | Carasoft NASPO contract |
| Griffeye Lace Carver - Heckmaster                            |  | \$ 357.50                         | Carasoft NASPO contract |
| Griffeye Advanced - Rausch                                   |  | \$ 2,744.00                       | Carasoft NASPO contract |
| Griffeye Lace Carver - Rausch                                |  | \$ 357.50                         | Carasoft NASPO contract |
| Griffeye Advanced - Evans                                    |  | \$ 2,744.00                       | Carasoft NASPO contract |
| Magnet Forensics AXIOM Advanced w/ Cloud Renew - Heckmaster  |  | \$ 7,392.00                       | Carasoft NASPO contract |
| Magnet Forensics AXIOM Advanced w/ Cloud Renew - Schoolcraft |  | \$ 7,392.00                       | Carasoft NASPO contract |
| Passware Forensic Kit Renew                                  |  | \$ 595.00                         |                         |
| Sumari Recon                                                 |  | \$ 895.00                         |                         |
| Webroot Antivirus Renew                                      |  | \$ 300.00                         |                         |
| Sub Total                                                    |  | \$ 75,036.25                      |                         |
| <b>SCCG Total Application / Proposed Budget</b>              |  | <b>\$ 307,205.85</b>              |                         |
| 2026-2027 SCCG AWARD                                         |  | \$ 307,205.85                     |                         |

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

1<sup>st</sup>

day of September

20 26

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

Now on this day, the County Commission of the County of Boone does hereby reappoint the following:

|            |                          |               |         |                                      |
|------------|--------------------------|---------------|---------|--------------------------------------|
| Dave Weber | Building Code Commission | Reappointment | 2 Years | October 1, 2026 – September 30, 2028 |
|------------|--------------------------|---------------|---------|--------------------------------------|

Done this 1<sup>st</sup> day of September, 2026.

ATTEST:

Brianna L. Lennon SEO  
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

**Kip Kendrick**, Presiding Commissioner  
**Justin Aldred**, District I Commissioner  
**Janet Thompson**, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 333  
Columbia, MO 65201  
573-886-4305 - FAX 573-886-4311  
E-mail: [commission@boonemo.gov](mailto:commission@boonemo.gov)

# Boone County Commission

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

**Board or Commission:** Building Code Commission

**Name:** Dave Weber

**Home Address:** 2804 Wild Plum Ct

**City:** Columbia **Zip Code:** 65201

**Business Address:** 3312 LeMone Ind Blvd

**City:** Columbia **Zip Code:** 65201

**At which address would you prefer to be contacted?**     

**E-mail:** dweber@allstate75.com

**Phone (Home):**                      **Phone (Work):** (573)875-8799 **Phone (Cell):** (573)999-5545

**Fax:**                     

**Qualifications:**

I have been a practicing Professional Structural / Civil Engineer since 1998.

**Past Community Service:**

Columbia, MO BCCC (Building Construction Codes Commission) since 1997; MO SAVE Coalition volunteer and board member since 2003; FEMA US&R Missouri Task Force One Structures Specialist since 1998; FEMA US&R Structures Subgroup sin 2018 (Leader since 2024); Boone Co Building Code Commission since 2020.

**References:**

Shane Creech, City of Columbia Public Works, 573.874.7239 Chad Sayre, Allstate Consultants LLC, 573.875.8799

**I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.**

\_\_\_\_\_  
**Applicant Signature**

**Return Application  
To:**

**Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201  
Fax: 573-886-4311**

**An Affirmative Action/Equal Opportunity Institution**