570 -2

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 2025

County of Boone

In the County Commission of said county, on the

. 13th

day of November

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached ALPR Equipment Transfer between the City of Columbia and Boone County.

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

Done this 13th day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

57/-2025

STATE OF MISSOURI

**County of Boone** 

ea.

November Session of the October Adjourned

Term. 2025

In the County Commission of said county, on the

13th

day of November

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Amendment Number Two to the Legal Services Agreement between Boone County and Sue Boresi that was originally approved in Commission Order 323-2025, with Amendment Number One being approved in Commission Order 487-2025.

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

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kondrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# AMENDMENT NUMBER TWO 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"), is amended as follows:

- 1. ADD provide co-counsel Special Assistant Prosecutor services, specifically: State v. Oscar Ashford, 22BA-CR03086-01 and State v. Samarion Robins, 22BA-CR02892-01, which defendants are co-defendants and both cases are set to be tried together at a jury trial to commence on January 12, 2026. 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 (\$4000.00) total for both cases.
  - b. Trial days paid at the following rates:
    - i. \$750.00 for the first day of trial;
    - ii. \$500.00 for each subsequent day of trial.
- 2. 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:
che baesi
Sue Boresi
Dated: 04-31, 2015
BOONE COUNTY, MISSOURI By:
Kip Kendrick, Presiding Commissioner

ATTEST:  Brianna L. Lennon, County Clerk
APPROVED:
Roger Johnson, Boone County Prosecutor

APPROVED AS TO FORM:

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.

Ryle Rieman, Auditor Date

Appropriation Account

STATE OF MISSOURI

November Session of the October Adjourned

**Term. 2025** 

**County of Boone** 

13th In the County Commission of said county, on the

day of November

25 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the award from the Missouri Department of Social Services for the 2026 IV-D budget allocation.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

13th

day of November

25

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 1534, Emergency Telecommunicator II Part-Time Pool, and does hereby authorize an appropriation of \$25.17 per hour for the salary of said position.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Presiding Commissioner

District I Commissioner

Janet M. Thompson

70 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

**County of Boone** 

} ea.

November Session of the October Adjourned

Term. 2025

In the County Commission of said county, on the

13th

day of November

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 549, Senior Facilities Maintenance Technician, and does hereby authorize an appropriation of \$22.00 per hour for the salary of said position.

Done this 13th day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

### 575-2025

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ea.

November Session of the October Adjourned

Term. 2025

**County of Boone** 

13th

day of November

**20** 25

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the attached Asset Transfer Cooperative Agreement between the Boone County Children's Service Board and Boone County Family Resources. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# **Boone County Community Services Department**

### Memorandum

TO:

**Boone County Commission** 

FROM:

Kristin Cummins, Deputy Director

DATE:

October 29, 2025

RE:

First Reading: Asset Transfer Cooperative Agreement: Boone County Family Resources

The Community Services Department requests approval for an Asset Transfer Cooperative Agreement with Boone County Family Resources. The Family Access Center of Excellence (FACE) is no longer renting office space at Boone County Family Resources (BCFR). Office cubicles were purchased with funds from the Boone County Children's Services Fund when FACE first moved to BCFR. The contract states equipment purchased with through Children's Services Fund are considered property of Boone County. The Children's Services Board voted for the cubicles to be transferred to BCRF's ownership since they were ordered and built to fit the space at their building. There are no additional appropriations for this agreement.

c: Contract File

### BOONE COUNTY, MISSOURI AND BOONE COUNTY FAMILY RESOURCES

#### ASSET TRANSFER COOPERATIVE AGREEMENT

THIS AGREEMENT, dated this day of	2025, is
made and entered into by and between the parties, Boone County, Missouri,	а
political subdivision of the State of Missouri, herein "Boone County" and the E	Boone
County Family Resources, a political subdivision of the State of Missouri, her	ein
"BCFR".	

WHEREAS, Boone County has available certain surplus office furniture by virtue of its Family Access Center for Excellence (FACE) contract with the Curators of the University of Missouri approved in Commission Order 557-2019; and

WHEREAS, FACE no longer needs said office furniture for its operations and the County's contract provided that any equipment purchased through said contract would be retained as the property of County; and

WHEREAS, FACE has used office space that it has leased in the building owned and operated by BCFR; and

WHEREAS, BCFR has expressed a desire to retain some of the office furniture that was purchased by FACE and is currently located in BCFR's building; and

WHEREAS, RSMo §70.220 authorizes the parties to enter into cooperative agreements for the purposes herein stated.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements in this Agreement, the parties agree as follows:

 PURPOSE. The purpose of this Agreement is to facilitate the transfer of ownership of certain items of personal property from Boone County purchased

- pursuant to its FACE contract approved in Commission Order 557-2019 to BCFR for continued public use.
- 2. **BOONE COUNTY AGREEMENTS.** Boone County, by this Agreement, transfers all right, title, and interest in items of property to BCFR as shown in the attached Quotation from Marathon Building Environments dated October 1, 2021 which is attached hereto as Exhibit A and incorporated herein by reference.

#### 3. BCFR AGREEMENTS.

- a. BCFR will accept the transferred assets on an "as-is" basis and place the same in service for public use for so long as BCFR deems it appropriate.
- 4. **NO WARRANTIES.** The personal property transferred herein is delivered in "asis" condition with no warranties of any kind.
- 5. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
- 6. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of the parties to this agreement only, and nothing in this Agreement is intended to confer any rights or remedies on any other party.
- 7. **RELATIONSHIP OF PARTIES.** Nothing in this agreement shall be deemed or construed by the parties, nor by any other party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties to this agreement.
- 8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.

- 9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
- 10. **COUNTERPARTS**. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
- 11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.
- 12. **AUTHORITY OF SIGNATORIES**. Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

[The remainder of this page is intentionally blank.]

# **BOONE COUNTY, MISSOURI** By: Kip Kendrick, Presiding Commissioner 11/6/2025 Date: ATTEST: DocuSigned by: Brianna L. Lennon, County Clerk APPROVED: Leigh Spence, BCCSB Chair ACKNOWLEDGED: Kyle Rieman, Boone County Auditor APPROVED AS TO FORM: DocuSigned by:

CJ Dykhouse, County Counselor

**BCFR** 

Date: 10/22/2025

Was Crawens, Executive Director

By:

576-2025

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

13th

day of November

20 25

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 1410 to increase the budget for Nuisance Abatement's for the remainder of 2025 in anticipation of upcoming expenses.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

### BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

OCT 2 3 2025

BOONE COUNTY AUDITOR

EFFECTIVE DATE				FOR AUDITORS USE			
Dept	Account	Fund/Dept Name	Account Name	(Use whole \$ Transfer From Decrease	amounts) Transfer To Increase		
1410	84750	Public Health Services	Personnel/project Reimburse		70,000		
	-						
-							
					70,000		
mainder o	f this year	and subsequent years. (L	t Amendment. Please address any buse an attachment if necessary): ement for the remainder of 2025 in an area.  Pre pared By 6 Hea	nticipation of upcom	ning		
	Reques	ting Official	1101				
		TO BE CON	IPLETED BY AUDITOR'S OFFICE	/	4		
00 -			Budget Revisions/Amendments is atta	ached ( )	Agenda		
	A fund-sol	vency schedule is attached	l,		. 0		
		2.					
	Comments	3:					
	Comments	or's Office					
	Comments		DISTRICT I COMMISSIONER	DISTRICT II CO	<u>A</u>		
~ 🗆 /	A fund-sol	vency schedule is attached	l.		<u> </u>		

at least 5 days public notice of the Public Hearing NOTE: The 10-day period may not be waived.

The Budget Amendment may not be approved prior to the Public Hearing

At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide

freading of the Budget Amendment.

SUBLSCR BOONE	SUBSIDIARY LEDG	ER INQUIRY MAIN	SCREEN	1,0/2,2/2,5	0,9:13,:,25
Year 2025		Original Ap	propriatic	n	
Dept 1410 PUBLIC	HEALTH SERVICES		Revision	ns,30	,000.00
Acct 84750 PERSON	NEL/PROJECT REIMBU	RSEMNT Original	+ Revision	ıs, <u>30</u>	,000.00
Fund 100 GENERA			xpenditure		
		Ę	ncumbrance	es,	
Class/Account A	ACCOUNT	Act	ual To Dat	ie23	3,737.50
Account Type E		Remain	ing Ballanc	ce	,262.50_
Normal Balance D		,S,h,a	dow Balanc	e(	5,262.50
	Expendi	tures by Period			
January		July			
February		August			
March	3,750.00	September			
April	19,987.50	October			
May	245.0	November			
June		December			

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

577-2025

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

In the County Commission of said county, on the

13th

day of November

en 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 4131 to establish a budget for the Architect fees for the Childcare Center.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

OCT 2 3 2025

### BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY AUDITOR

10/22/25 FOR AUDITORS USE EFFECTIVE DATE (Use whole \$ amounts) Transfer To Transfer From Increase Decrease **Account Name** Dept Account Fund/Dept Name 74,820 A/E Fees 4131 71211 Childcare Center Construction 74,820 Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): To establish budget for the Architech fees for the Childcare Center. Requesting Official TO BE COMPLETED BY AUDITOR'S OFFICE ☐ A schedule of previously processed Budget Revisions/Amendments is attached ☑ A fund-solvency schedule is attached. ☑ Comments: Establish budget for A/E Fees **Auditor's Office** COMMISSIONER PRESIDING COMMISSIONER BUDGET AMENDMENT PROCEDURES County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of

least 5 days public notice of the Public Hearing, NOTE: The 10-day period may not be waived.

The Budget Amendment may not be approved prior to the Public Hearing

At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at

the Budget Amendment.

# Sheriff Training Facility Architect/Engineering Fees (4130-71211)

Vendor Name:

Peckham Wright Architects

Vendor#:

3520

Commission Order #:

Issued:

Bid #:

Consultant Service Agreement

		Training	Shooting		Fueling	
		Building	Range	Daycare	Center	Total
Original Contract An	nt	394,480.00	372,810.00	124,700.00	22,890,00	914,880.00
Contract Amendr		0.00	0.00	0.00	0.00	0.00
Total of All Contract	S	394,480.00	372,810.00	124,700.00	22,890,00	914,880.00
Less: Payments		(4130-71211)	(4130-71211)	(4131-71211) (	6240-92700)	
·		Training	Shooting		Fueling	
Invoice Date	Invoice Number	Building	Range	Daycare	Center	Total
03/01/24	202301.01-1	118,344.00	111,843.00	37,410.00	6,867.00	274,464.00
03/01/24	202301.01-2	177,516.00	167,764.50	12,470.00	10,300.50	368,051.00
04/22/24	202301.01-3	19,724.00	18,640.50	0.00	1,144.50	39,509.00
01/31/25	202301.01-4	39,448.00	37,281.00	0.00	0.00	76,729.00
04/28/25	202301.01-5	19,724.00	18,640.50	6,235.00	1,831.20	46,430.70
10/06/25	202301.01-6	7,889.60	7,456.20	37,410.00"	2,060.10	54,815.90
Total Payments		382,645.60	361,625.70	93,525.00	22,203.30	859,999.60
Remaining Contrac	t Obligation	11,834.40	11,184.30	31,175.00	686.70	54,880.40
Percentage Comple	te	97%	97%	75%	97%	94%
Less: Outstanding In	voices		Š	74,820	- Tot. W	reeded
		0.00				
Remaining Billable	Amt	11,834.40				

SUBLS	CR BO	OONE	SUBSIDIARY	LEDGI	ER INQU	JIRY MAIN	SCREEN	,1,	0,/,1,7,/,2,5,	,1,0,:,5,4,:,0,6
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Dept,	<u>4131</u>	CHILDCA	RE CENTER CO	NSTRU	CTION		,Re,v,i	si,ons		
Acc,t,	71211	A/E FEE	S			Original	, ,+, ,Re,v,i	sions,		
,F,un,d	413	LETC &	CCC CONSTRUC	CTION I	PROJCT		Expendi	tures,	43	,645.00
							Encumb,r	ances,		
,C,1,a,s,s	,/Ac,c,o,ı	int, <u>A</u> A	CCOUNT			Ac	tual To	, Date	43	,645.00
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No,rma	,1, ,B,a,1,a	ance <u>D</u>	EBIT			,S,h	i,a,do,w, ,B,a	lance,	43	,645.00-
 ,T,r,a,n,s	a,c,t,i,o,r	n, ,C,o,d,e, _	Ef,f,e,c	ct,i,v,e, ,I	Da,t,e,		,P,r,o,c	e,s,s, ,D,	a,t,e,	
,C,o,de,	,E, <b>f</b> ,f,	e,c,t,i,v,e,	Description			C	rig Doc	ument,	Amojun	t,
50 10	4/2	22/2025	PWARCHITECTS	SINC			2025	2018	6	,235.00
50 10	10/	16/2025	PWARCHITECTS	INC			2025	5685	37	,410.00

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc F9=Budget

GENL	SCR	BOONE	GENERAL	LEDGER	INQU	IRY MAIN	SCRE	EN	,1,0,/,2	2,1,/,2,5,	,1,2,:,5,1,:	,4,7,
, Year	2025					Opening	,B,a,1,a	n,c,e,	1	1,354	,514.72	
,F,u,n,d	413	LETC &	CCC CONSTRUCT	TION PRO	DJCT	Ac,t,u,a,1,	Y,T,D, ,C	redi,t,	s,	7,328	,134.79	1
Ac,c,t,	1000	CASH &	INVEST IN TRE	EASURY		Ac,t,u,a,1,	Y,T,D, ,D	e,b,i,t,s,	192	2,918	,551.78	
Acco	unt, ,T,y.p,	e, <u>A</u>	ASSET									
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	Janua	ry	15,998.	. 35_				_11	,370,	513.0	7_	
	Febru	ary	27,633.	.39		263,424.	00	_11	,134,	722.4	6	
	March		49,829	. 93	ļ	547,372.	75	10	, 637,	179.6	4	
	April		53,333	.29		611,329.	47	_10	,079,	183.4	6	
	May		64,866.	.31_		968,699.	00	9	,175,	350.7	7	
	June		2,568,816.	. 65	2,0	051,070.	00	9	,693,	097.4	2	
	July		105,081.	.30	1,	695,955.	88_	8	,102,	222.8	4	
	Augus	t	13,588.	.06		610,960.	00_	7	,504,	850.9	0	
	Septe	mber	19,404.	.50		526,567.	89_	6	,997,	687,5	1	
	Octob	er	-			52,755.	80_	6	,944,	931.7	1	
	Novem	ber										
	Decem	ber										
	Post	Closing						-				

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

578 -2025

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

In the County Commission of said county, on the

13th

day of November

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment one to C000771 (EC07-23) - 911 Equipment and Emergency Notification Software and Services for Joint Communications.

The contract amendment is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# **Boone County Purchasing**

Brijanna Purdy Buyer



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

#### **MEMORANDUM**

TO: Boone County Commission

FROM: Brijanna Purdy, Buyer DATE: November 13, 2025

RE: Amendment #1 to C000771 (EC07-23) – 9-1-1 EQUIPMENT &

EMERGENCY NOTIFICATION SOFTWARE & SERVICES

Purchasing requests approval for Amendment #1 to contract C000771 (EC07-23) – 911 Equipment & Emergency Notification Software & Services, Term & Supply for the Boone County Joint Communications Department. The original contract was established April 16, 2024 through Commission Order 184-2024.

Amendment #1 adds the purchase of Iron Horse chairs for the Boone County Joint Communication Department.

The total price for the purchase of the chairs is \$16,226.61. Payment will reference this coding:

- Department 2701 Boone County Joint Communication 911 Operations Center
- Account 92100 Replacement Furniture & Fixtures

There are no other changes to the contract.

This is a Term & Supply contract utilized by Joint Communications.

/bp

cc: Christie Davis, McKinna Gorden, Stirling Williams – Joint Com. Contract File 10/29/25
REQUEST
DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

RECEIVED

OCT 2 9 2025

BOONE COUNTY AUDITOR

15306

Evans Consoles Inc

EC07-23

VENDOR NO.

**VENDOR NAME** 

**BID NUMBER** 

Ship to Department # 2711

Bill to Department # 2701

Department	Account	Item Description	Qty	Unit Price	Amount
2701	© 92/00 91300	Iron Horse Seating 4100	2	3006,26	\$6,012.52
2701	P92100	Iron Horse Seating 310R	2	2880.11	\$5,760.22
2701	6 92100 91300-	Iron Horse Seating 310S	1	3403.87	\$3,403.87
2701	P 93100	Iron Horse Operator Kit	5	125.00	\$625.00
2701	C 23/388	Shipping	1	425.00	\$425.00
					H
-					- Instantia
- H H 77. F		<u> </u>			-
-70.7					

GRAND	TOTAL:
-------	--------

16,226,61

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the beginning the beginning that the goods, services or charges above specified are necessary for the use of this department, are solely for the beginning that the goods, services or charges above specified are necessary for the use of this department, are solely for the beginning that the goods, services or charges above specified are necessary for the use of this department, are solely for the beginning that the goods, services or charges above specified are necessary for the use of this department, are solely for the beginning that the goods.

Approving Official

Prepared By

CO#:578-2025	Date: 11.13.2025

### CONTRACT AMENDMENT NUMBER ONE C000771 (EC07-23) – 9-1-1 EQUIPMENT & EMERGENCY NOTIFICATION SOFTWARE & SERVICES

The above-referenced contract, dated April 16, 2024, made by and between Boone County, Missouri, and **Evans Consoles Incorporated** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD the following purchase:

*Purchase* – The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Iron Horse Seating per the proposal sent on **October 24**<sup>th</sup>, **2025**, submitted by Chris Banner on behalf of the Contractor. See attachment 1 for further breakdown.

Item	Price Per Item	Quantity	Extended Price
Iron Horse 4100	\$3,006.26	2	\$6,012.52
Iron Horse 3100	\$2,880.11	2	\$5,760.22
Iron Horse 310S	\$3,403.87	1	\$3,403.87
Iron Horse Operator Kit	\$125	5	\$625.00
Shipping			\$425.00
Total		\$16,226.61	

2. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

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

Evans Consoles Incorporated	BOONE COUNTY, MISSOURI		
by Liris Banur  title Regional Sales Manager	by: Boone County Commission  For Hill- Magneting Processing Special Commission		
	Kip Kendrick, Presiding Commissioner		
APPROVED AS TO FORM:  Docustined by:  TOTH DE AESTO HORD.	ATTEST:  Brianna l lunnon		
CJ Dykhouse, County Counselor	Brianna L. Lennon, County Clerk		

#### **AUDITOR CERTIFICATION**

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

2701/92100: \$16,226.61

Docustioned by: Right Russian by All BESFE1148A274E1...

11/3/2025

Signature

Date

Appropriation Account

### Amendment 1 Attachment 1



### Proposal for

### **Boone County Joint Communications**

October 24th, 2025

Featuring: Iron Horse Seating HGAC RFP No. EC07-23

#### Iron Horse 4100

\$3,006.26 /each

(1) Iron Horse 4100 in Black Leather, Deluxe Comfort Headrest, Deluxe Tilt Up Armrests, Heavy Duty Tilt Mech, Air Lumbar, 29" Black Aluminum Base, 60mm Hard Casters IH-4400.ACCGBA.3BL0

extended price x qty 2

\$6,012.52

#### Iron Horse 3100

\$2,880.11 /each

(1) Iron Horse 3100 in Black Leather, Deluxe Comfort Headrest, 3D Armrests, Heavy Duty Tilt Mech, Air Lumbar, 29" Black Aluminum Base, 60mm Hard Casters IH-3400.ACCGBA.3BL0 extended price x qty 2 \$5,760.22

#### Iron Horse 310S

\$3,403.87 /each

(1) Iron Horse 310S Seat Slider in Black Leather, Deluxe Comfort Headrest, 3D Armrests, Heavy Duty Tilt Mech, Air Lumbar, 29" Black Aluminum Base, 60mm Hard Casters IH-340S.ACCFBA.3BL0

extended price x qty 1 \$3,403,87

#### Iron Horse Operator Kit

\$125.00 /each

(1) Iron Horse Banded Mesh Carrying Bag with ID Tag, Care Kit Includes pair of Removable Memory Foam Armrest Covers in Black Vinyl, one Removable DCH Cover in Black Vinyl

IH-OPERATOR-BDCH

extended price x qty 5

\$625,00

#### Shipping to zip code 65202:

\$425.00

(\*Shipping with lift Gate Service)

Total

\$16,226,61

Terms:

100% due net 30 upon chairs shipping
Proposal valid for 60 days
Please submit purchase order to channer@evansonline.com
or the address below:

**EVANS** Consoles Corporation

**EVANS** Consoles Incorporated

1616 - 27 Avenue NE Calgary, Alberta CANADA T2E 8W4 (403) 291.4444 1577 Spring Hill Road Suite 110 Vienna, VA USA 22182 (855) 284.1129

Info@evansonline.com www.evansonline.com

<b>SEATING (CHAIRS)</b>						
IRONHORSE 3000 SERII	ES					
IH-3000C	Ironhorse 3000 series chair in black cloth	Each	2,780.07	15%	2,363.06	
IH-3000L	Ironhorse 3000 series chair in black leather	Each	3,388.36	15%	2,880.11	
IH-3000C-SS	Ironhorse 3000 series chair in black cloth with Seat Slider	Each	3,213.75	15%	2,731.69	
IH-3000L-SS	Ironhorse 3000 series chair in black leather with Seat Slider	Each	4,004.55	15%	3,403.87	
IRONHORSE 4000 SERII	ES					
IH-4000C	Ironhorse 4000 series chair in black cloth	Each	2,824.11	15%	2,400.49	
IH-4000L	Ironhorse 4000 series chair in black leather	Each	3,536.78	15%	3,006.26	
IH-4000C-SS	Ironhorse 4000 series chair in black cloth with Seat Slider	Each	3,282.11	15%	2,789.79	
IH-4000L-SS	Ironhorse 4000 series chair in black leather with Seat Slider	Each	4,036.04	15%	3,430.63	
IRONHORSE 5000 SERIES						
IH-5000C	Ironhorse 5000 series chair in black cloth	Each	4,842.40	15%	4,116.04	
IH-5000L	Ironhorse 5000 series chair in black leather	Each	5,326.86	15%	4,527.83	
<b>IRONHORSE OPTIONS</b>		22				
BASE-AL	400 lbs rated Aluminum Base	Each	164.35	15%	139.70	
IH-LOGO-SF	One time Logo Setup Fee	Each	100.00	15%	85.00	
IH-LOGO	Embroidery Charge per Ironhorse Chair	Each	70.00	15%	59.50	



STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

In the County Commission of said county, on the

13th

day of November

**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 an agreement with SUMNERONE, INC. for three copiers for the Boone County Sheriff's Office.

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

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# **Boone County Purchasing**

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



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

#### **MEMORANDUM**

TO: FROM: Boone County Commission

Melinda Bobbitt, CPPO, CPPB

DATE:

November 13, 2025

RE:

Cooperative Contract Award: C001054 (State of MO contract

CT241929020 from NASPO Value Point CT241929) - Copiers for Boone

County Sheriff with SUMNERONE, INC.

The Boone County Sheriff's Office requests permission to utilize the State of Missouri cooperative contract CT241929020 from NASPO Value Point contract CT241929 with SUMNERONE, INC to purchase three photocopiers with maintenance. The county contract number is C001054.

Training Center: 4130-71231 / \$16,074.60

Canon imageRUNNER ADVANCE DX C5870i

Admin: 1228-92000 / \$14,595.89

Canon imageRUNNER ADVANCE DX C5870i

Annex: 1228-92000 / \$6,081.20 Kyocera TASKalpha MZ4001i

Purchasing is seeking permission to dispose of the Sheriff's Office existing copiers by trade for a \$0.00 value.

Konica Bizhub 454E, fixed asset tag 21456 Kyocera TA6052ci, fixed asset tag 23554

SUMNERONE, INC. will haul off and recycle the surplus copiers at the time they install the new copiers. The hard drives will be removed and left with our Information Technology department.

cc: Contract File

11/03/25 RQST

Prepared By

## PURCHASE REQUISITION BOONE COUNTY, MISSOURI

5960 'NDR #		SumnerOne VENDOR NAME			1929020 ID #
Ship	to Dept #:	2910	Bill	to Dept #: 4	130
Dept	Account	Item Description	Qty	Unit Price	Amount
4130	71231	Copler: Canon imageRUNNER ADVANCE DX C587i	1	\$16,074.60	\$16,074.6
		Copler for Sheriff Training Center		'	\$0.0
		See contract for details			\$0.0
					\$0.0
					\$0.0
		it.	1		\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
		e:			\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
ertify that	the goods, s	ervices or charges above specified are necessary for the t	GRAND use of this d	-	16,074.60 olely for the bene
		been procured in accordance with statutory bidding require		1	
Approvi	ng Official	- Py			

**Auditor Approval** 

11/03/25

RQST DATE

Prepared By

### PURCHASE REQUISITION BOONE COUNTY, MISSOURI

5960		SumnerOne		CT241	1929020	
NDR#	VENDOR NAME		П	B	D #	
Shlp	hlp to Dept #: 1228			Bill to Dept #: 1228		
Dept	Account	Item Description	Qty	Unit Price	Amount	
1228	92000	Copler for Annex: Kyocera TASKalfa MZ5001ci Copler for Admin: Canon ImageRUNNER ADVANCE DX	1	\$6,081.20	\$6,081.20	
1228	92000	Copier for Admin: Canon ImageRUNNER ADVANCE DX C5870I	1	\$14,595.89	\$14,595.8	
	31	See contract for details			\$0.0	
					\$0.0	
					\$0.0	
					\$0.0	
		4.			\$0.0	
					\$0.0	
					\$0.0	
					\$0.0	
					\$0.0	
					\$0.0	
		*			\$0.0	
		21			\$0.0	
				¥	\$0.0	
					\$0.0	
				10	\$0.0	
		4	GRAND	TOTAL:	20,677.09	

**Auditor Approval** 

	579-2025
Commission Order #	

# PURCHASE AGREEMENT FOR (3) PHOTOCOPIERS WITH MAINTENANCE FOR BOONE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT, C001054, dated the	13th da	y of _	November	2025 is made between	
Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County					
Commission, herein "County" and SUMNERONE,	INC., herein	"Cont	tractor."		

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for a contract for a three (3) Photocopiers with Maintenance in compliance with the State of Missouri Contract CT241929020 (based on NASPO ValuePoint contract CT241929), SUMNERONE'S quotes dated October 23, 2025 and October 24, 2025, issued by Andie Smolanovich, Boone County Insurance Requirements, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and the State of Missouri contract CT241929020 (based on NASPO ValuePoint contract CT241929) shall prevail and control over the vendor's quote responses.
- 2. **Purchase** The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with the following equipment:

**Boone County Sheriff's Office** – Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65201. Phone: 573-875-1111.

#### Copier 1: Boone County Sheriff-Training Center Copier for \$16,074.60: One (1) Canon

imageRUNNER ADVANCE DX C5870i

New Photocopier includes the following:

- 2/3 Hole Puncher Unit A1 DX48XX/IRADV55XX/IRA65XX/C65XX Series-0126C001AA
- AQ1 Paper-feed unit 2 x 550 sheets 4030C002BA
- Booklet Finisher-A2 with Tri-Fold 6601C002AA
- P2 Buffer pass unit 5546C002BA
- Paper Deck– F2 IRC55Series 6595C002AA
- USB Keyboard Cherry 1266V426
- Universal Keyboard Stand-A2 3954V774

Pricing includes delivery, installation, setup, connectivity, initial training, and on-going training and support.

<u>Copier Maintenance:</u> All black and white impressions at \$0.0080 / impression. All color impressions at \$0.045 / impression. Contractor will bill quarterly.

### Copier 2: Boone County Sheriff Admin Copier for \$14,595.89: One (1) Canon imageRUNNER ADVANCE DX C5870i

New Photocopier includes the following:

- High Capacity Cassette Feeding Unit-C1 4031C002BA
- P2 Buffer pass unit 5546C002BA
- Stapler Finisher AB3 6598C002AA

- USB Keyboard Cherry 1266V426
- Universal Keyboard Stand-A2 3954V774

Pricing includes delivery, installation, setup, connectivity, initial training, and on-going training and support.

<u>Copier Maintenance</u>: All black and white impressions at \$0.0081 / impression. All color impressions at \$0.0455 / impression. Contractor will bill quarterly.

<u>Copier 3: Boone County Annex Copier for \$6,081.20</u>: One (1) Kyocera TASKalpha MZ4001i New Photocopier includes the following:

- DF-7100 500 SH Inner Finisher TA2552ci/3252ci/2554/3554ci-1203RD2USO
- DP-7150 140 Sheet RADP 1203V36USO
- Fax System 12 Fax Board 1503RK2USJ
- PF-7150 Dual 1,500 Sheet Paper Trays Letter 1203V52USV

Pricing includes delivery, installation, setup, connectivity, initial training, and on-going training and support.

<u>Copier Maintenance:</u> All black and white impressions at \$0.0081 / impression. Contractor will bill quarterly.

3. *Maintenance* – The following shall apply to all copiers within this agreement. Maintenance includes all parts, labor, drums, toner and developer; only paper and staples are excluded. **Maintenance pricing remains firm through December 31, 2030.** 

### (5) Year Replacement Guarantee on equipment through 12/31/30

- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Contractor's on-site maintenance for copiers shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to County copier location to be four (4) to six (6) business hours from the date and time a service call is placed. Device must be up and running within eight (8) business hours of our call. In the event a machine cannot be put into good working order to County satisfaction, Contractor shall replace the equipment, upon County request, with a comparable unit at no charge. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be five (5) fiscal years following the year equipment is installed and accepted by the County.

4. **Trade-in Copiers:** Contractor shall remove the trade-in copiers with a \$0.00 value the same day the new copier is installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copier and leave with the Boone County Information Technology department.

Konica Bizhub 454E, fixed asset tag 21456 Kyocera TA6052ci, fixed asset tag 23554

- 5. **Delivery and Installation**: Contractor agrees to deliver, set-up, connect and provide training of copier within 10 days after receipt of Purchase Order.
- 6. **Billing and Payment** All billing shall be invoiced to the ordering department and billings may only include the prices listed within. See Purchase Order for billing address. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of copier(s); Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 7. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 8. **Entire Agreement** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 9. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
  - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
  - c. Termination for Convenience County may terminate this Agreement for any reason or for no reason upon sixty (60) days' written notice to contractor, or
  - d. If appropriations are not made available and budgeted for any calendar years

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

SUMNERONE, INC.		OUNTY, MISSOURI County Commission
by		k Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:	
DocuSigned by:  A Document of the control of the co	Signed by: Brianna D267E242BF	
CJ Dykhouse, County Counselor	Brianna L. L	ennon, County Clerk
AUDITOR CERTIFICATION In accordance with RSMo 50.660, I hereby certification available to satisfy the obligation(s) arising from		pered appropriation balance exists and is
Docusigned by:  Ryle Rieman by All.  8E8FE1148A274E1	11/5/2025	Admin: 1228-92000 / \$14,595.89 Annex: 1228-92000 / \$6,081.20 Training Center: 4130-71231 / \$16,074.60 Copier Maintenance: Term & Supply
Signature	Date	Appropriation Account

## **BOONE COUNTY**

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

Date: 10-31-25	Fixed Asset Tag Number: 21456	RECEIVED
Description of Asset: Konica	Bizhub 454E	NOV 0:4:2025
Requested Means of Disposal: Sell	∏Trade-In □Recycle/Trash □Other, Explain:	BOONE COUNTY AUDITOR
Other Information (Serial number, etc.	:): AGIE011028043	
Condition of Asset: Curry 1	n need of repair lunknown cost	
Reason for Disposition: J Same		
Location of Asset and Desired Date for	or Removal to Storage: BCSO Amney When n	ew copier arrives
If yes, attach documentation of	restriction and/or requirements pertaining to disposal? []? demonstrating compliance with the agency's restrictions and	or requirements.
Dept Number & Name: Shen'A	01d nw Signature (1251 / 1228 Signature	
To be Completed by: AUDITOR Original Acquisition Date	Z/6/17 G/L Account for Proceeds 119	0-3836 F
Original Acquisition Amount	7,042.49	
Original Funding Source Z	731	
Account Group	21	
To be Completed by: COUNTY C	OMMISSION / COUNTY CLERK	
Approved Disposal Method:		
Transfer Department	NameNumber	31
Location wit	hin Department	
Individual_		
TradeAuction	Sealed Bids	
Other Explain	20 2 -	
Commission Order Number	19-2028	
Date Approved	10 25	
Signature Signature		

S:\all\AUDITOR\Accounting Forms\Fixed Asset Disposal.docx

Revised: September 2016

## **BOONE COUNTY**

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

Date: 10-31-25 Fixed Asset Tag Number: 23554	
Description of Asset: Kyocera Copy Machine RE	ECEIVED
NO SOLITION OF THE PROPERTY OF	OV 0 4 2025
Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:	OONE COUNTY AUDITOR
Other Information (Serial number, etc.): WZD8704199	AODITOR
Condition of Asset: Fair	
Reason for Disposition: Old and in need of frequent repairs	2 2
Location of Asset and Desired Date for Removal to Storage: Information Center - Whe	in view
Was asset purchased with grant funding? YES NO  If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES  If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.	]NO irements.
Dept Number & Name: Sheriffi 1251 / 1228 Signature Signature	
To be Completed by: AUDITOR 6/10/19 G/L Account for Proceeds //90-38	35 J
Original Acquisition Amount 11, 361,00	
Original Funding Source 2731	8
Account Group	
To be Completed by: COUNTY COMMISSION / COUNTY CLERK	
Approved Disposal Method:	
Transfer Department NameNumber	
Location within Department	
Individual	
TradeSealed Bids	
Other Explain	
Commission Order Number 919-8085	
Date Approved 11-13-0035	6
Signature	

S:\all\AUDITOR\Accounting Forms\Fixed Asset Disposal.docx Revised: September 2016

## 580 -2025

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

} ea.

13th

day of November

**20** 25

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the release of the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Simmons Bank in the amount of \$112,794,06.

Said Irrevocable Letter of Credit was issued on behalf of Questec Properties, LLC. for construction of an approx. 16,380 sq. ft. building and associated infrastructure, and stormwater improvements located at 1930 Boone Industrial Dr., Columbia, MO 65202. The work has been completed as required. The original Commission Order accepting the performance bond is 428-2024.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson



**BILL FLOREA, DIRECTOR** 

# **Boone County Resource Management**

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER 801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730 PHONE (573) 886-4330 FAX (573) 886-4340

PLANNING - INSPECTIONS - ENGINEERING

October 27, 2025

Simmons Bank 801 E. Broadway Columbia, MO 65201

Attention: Rodrigo Scorza, Vice President

Re:

Bank Letter of Credit No.: 70018262

Dated: 08/12/2024

In Favor of Boone County, Missouri on behalf of Questec Properties, LLC

#### Gentlemen:

This certificate authorizes reduction in the amount of \$112,794.06 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

BOONE COUNTY, MISSOURI

Kip Kendrick, Presiding Commissioner

APPROVED BY:

Bill Florea, Director, Resource Management

Attest:

Brianna L. Lennon, Boone County Clerk

Commission Order: 428-2024

428 -2024

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the

5th

day of Se

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 the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Questec Properties, LLC.

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

Done this 5<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

Janet M. Thompson

#### **Stormwater Erosion and Sediment Control Security Agreement**

Date: August 13th, 2024

Developer/Owner Name: Questec Properties, LLC

Address: 1930 Boone Industrial Dr.

Columbia, MO 65202

Development: Questec Storage Facility

Legal Description: Lot Six (6) of Boone Industrial Park North block two (2) as shown by plat thereof recorded in Plat Book 11, Page 233, Records of Boone County, Missouri. Excepting therefrom that part conveyed to P & M Sales, Inc., a Missouri corporation, by warranty deed dated May 5, 1988 and recorded in Book 674, Page 935, Records of Boone County, Missouri; and also excepting therefrom that part conveyed to P & M Sales Inc., a Missouri corporation, by warranty deed dated August 1, 1988 and recorded in Book 687, Page 160, Records of Boone County, Missouri.

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 Resource Management 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 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 8.4 Performance and Guarantee, in the Stormwater 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 Questec Storage Facility. The SWPPP and ESC was prepared by Crockett Engineering Consultants on 8-9-2024.
- 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 *1st* day of *September*, *2026*, 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 hereby agrees to provide the County with security in the amount of \$112,794.06, 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 Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- 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 corporate surety bond 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 1st day of September, 2026, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Irrevocable Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing Irrevocable Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on 1st day of September, 2026, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Irrevocable Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond 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.

Approved as to form:

C.J. Dykhouse, County Counselor



IRREVOCABLE LETTER OF CREDIT NO. 70018262 DATE: 08/12/2024

Amount: \$112,794.06

County of Boone Attn: Director, Resource Management 801 E Walnut St, Rm. 315 Columbia, MO 65201

#### Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on Simmons Bank for the account of Questec Properties, LLC up to an aggregate amount of \$112,794.06, available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Simmons Bank Letter of Credit #70018262 Dated 08/12/2024."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before 08/12/2026, provided further that upon such expiration, either at 08/12/2026, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner, the County of Boone, and Simmons Bank within the



60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By: Rodrigo Scorza - Vice President



## Exhibit "A" To Letter of Credit Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Bank Name
Bank Address
City, State, Zip
Attention: Bank Senior VP

Re:

Bank Letter of Credit No.: XXXXXXX

Dated: MM/DD/YY

In Favor of Boone County, Missouri on behalf of Developer/Owner

#### Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Simmons Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. XXXXXXX (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

that:	and some some of crown, located by the	Dank in lavor of the Beneficially,
1.	The Account Party has failed to conby the Subdivision Regulations, Someone regulations of the County of Boone.	mplete all improvements or fulfill all obligations required tormwater regulations, or other applicable rules and
2.		as requested by this Certificate is not in excess of the he Letter of Credit and shall result in a reduction of the he Letter of Credit.
account, as ir	sfer the funds as stated above to the constructed by the Boone County Treasuone County Treasurer.	credit of the Boone County, Missouri to the following trer: [INSERT BANK Account #],
	/ITNESS WHEREOF, the Beneficiary	has executed and delivered this certificate this
		BOONE COUNTY, MISSOURI
		By: Kip Kendrick, Presiding Commissioner
APPROVED B	BY:	Attest:
Bill Florea, Dir	ector, Resource Management	Brianna L. Lennon, Boone County Clerk
		Commission Order:



\*\*\*Date\*\*\*

## Exhibit "B" To Letter of Credit Form of Reduction Certificate

Boone County, Missouri letterhead

Bank Name Bank Address City, State, Zip Attention: Ban	k Senior VP	
Re:	Bank Letter of Credit No.: XXXXXXX Dated: MM/DD/YY In Favor of Boone County, Missouri on bo	ehalf of Developer/Owner
Gentlemen: This certificate a remaining maxim	authorizes reduction in the amount of \$ num available credit for this letter of credit i	s\$
		BOONE COUNTY, MISSOURI  By:  Kip Kendrick, Presiding Commissioner
APPROVED BY:		Attest:
Bill Florea, Directo	or, Resource Management	Brianna L. Lennon, Boone County Clerk
		Commission Order:

- 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: 2701 81
Printed Name: Sept 5. Bays
Printed Name: Swott 5. Bays  Title: Manising Member
Bill Florea, Director Resource Management
County Commission:  Kip Kendrick, Presiding Commissioner
Attest:    Denough   Brianna L. Lennon, Boone County Clerk
Jenna Redel, County Treasurer

## **CERTIFIED COPY OF ORDER**



STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

County of Boone

13th

day of November

25

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

In the County Commission of said county, on the

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

Done this 13th day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Presiding Commissioner

District I Commissioner

Janet M. Thompson

#### **Stormwater Erosion and Sediment Control Security Agreement**

Date: October 14, 2025

Developer/Owner Name: Hemme Construction, LLC

Address: 2301 Chapel Plaza Ct., Ste. 1 Columbia, MO 65203

Development: The Cedars Plat 1

#### Legal Description:

A tract of land located in the northeast quarter of Section 1, Township 48 North, Range 12 West, Boone County, Missouri and being part of tracts 1, 2, and 3 of the survey recorded in Book 675, Page 570 and being the land described by the warranty deed recorded in Book 5675, Page 44 and being more particularly described as follows: Beginning at the north quarter corner of said Section 1, at the northwest corner of said survey recorded in Book 675, Page 570, and with the north lone thereof, S 89°01'10"E, 1941.70 feet to the northeast corner of Lot 25 of Copper Creek Plat 2, recorded in Plat Book 34, Page 101; thence leaving said east line and with the lines of said Copper Creek Subdivision, N 88°55'25"W, 362.48 feet; thence 28.64 feet along a 442.07foot radius, non-tangent curve to the right, said curve having a chord, N 25°03'55"E, 28.63 feet; thence N 63°04'40"W, 66.00 feet; thence 50.00 feet along a 442.00-foot radius, non-tangent curve to the left, said curve having a chord N 23°40'50"E, 49.97 feet; thence N 69°33'15"W, 284.99 feet; thence S 53°01'50"W, 1029.00 feet to the westernmost corner of Lot 32 of copper Creek Plat 3, recorded in Plat Book 34, Page 102 and the northeast corner of Copper Creek Plat 1, recorded in Plat Book 34, Page 30; thence with the north line of said Copper Creek Subdivision, N 89°29'50"W, 455.71 feet to the west line of said northeast quarter of section 1 as shown in said survey; thence leaving the lines of said Copper Creek Subdivision and with the west line thereof, N 0°33'55"E, 1770.19 feet to the point of beginning and containing 65.00 acres.

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 Resource Management 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 on each party of their 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 8.4 Performance and Guarantee, in the Stormwater 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 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 The Cedars Plat 1. The SWPPP and ESC was prepared by Crockett Engineering Consultants on April 4, 2023.
- 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 14<sup>th</sup> day of October 2027, 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 hereby agrees to provide the County with security in the amount of \$264,453.16, 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. Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:
  - □ Corporate Surety Bond issued 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 corporate surety bond 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 October 14, 2027, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the irrevocable letter of credit can be released to Developer. If no written proof has been provided to the financial institution issuing irrevocable letter of credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on October 14, 2027, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the irrevocable letter of credit to the account thendesignated by the Boone County Treasurer. If the total sum of the corporate surety bond 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:

Bond No. 101005985

#### PERFORMANCE BOND

KNOW ALL PERSO	ONS BY THESE PRESENT	, that we,		
3-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	Hemme Co	onstruction, LLC		
as Principal, herein	after called Developer, and	AMERICAN CON	TRACTOR	RS INDEMNITY
COMPANY				
a Corporation, orga	nized under the laws of the	State of Californ	ia	
Surety, are held and called Boone Count payment whereof D	ransact business in the State of firmly bound unto the Coulty, in the amount of \$264, beveloper and Surety bind the signs jointly and severally, for the signs is the sign is t	nty of Boone, Miss 453.16 nemselves, their he	ouri, as Ob eirs, execute	oligee, hereinafter Dollars, for the
WHEREAS, Develo Boone	per has procured a Land Di	isturbance Permit	#1595	from the County of
PROJECT NAME:	The Cedars, Plat 1 Slickrock Dr. Columbia, MO 65201			

and, as a condition of said Land Disturbance Fermit 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 DONDITION OF THIS OBLIGATION is such that, if Developer 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 Boone County.

Whenever Developer 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 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 Developer has hereunto set his hand and the Surety has caused these present to be executed in tis name, and its corporate seal to be affixed by its Attorney-In-Fact at

Columbia, Missouri	on this 28th day o	f October	20 25
	F	lemme Construct (Develope	tion, LLC r)
(SEAL)	BY:	Joff Hamm	Jeff Hemme, Manager
	AMERIC	CAN CONTRACTOR (Surety Co	S INDEMNITY COMPANY ompany)
(SEAL)	BY:	Attorney	-in-Fact) Joshua Kayser
	BY:	(Missouri Re	presentative)
(Accompany this bond include the date of this	with Attorney-in-Fact's authbond.)	ority from the Sure	ety Company certified to
Surety Contact Name: Phone Number: Address:	Joshua Kayser (800) 308-4358 803 E. Walnut Street, 5th Floo Columbia, MO 65201	or	



## **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors	s Indemnity Company	of the State of	California,	a California	corporation,	, does hereby	appoint,
---------------------------	---------------------	-----------------	-------------	--------------	--------------	---------------	----------

## JOSHUA KAYSER

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 101005985
issued in the course of its business and to bind the company thereby, in an almost the course of its business and to bind the company thereby, in an almost the course of its business and to bind the course of its business and the course of its business and to bind the course of its business and the course
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1 <sup>st</sup> day of September, 2011.
"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."
The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.
IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 20th day of November, 2024.  AMERICAN CONTRACTORS INDEMNITY COMPANY
Adam S. Pessin, President
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Los Angeles
On this 20 <sup>th</sup> day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct
WITNESS my hand and official seal.  O, LITTLEFIELD  Hectury Public - California Los Angeles County  Commission # # 178570
Signature (Seal) My Comm. Expires Jan 31, 7028
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of October 2025
Bond No. 101005985 Agency No. 13266  Kie Lo, Assistant Secretary
Visit tmhcc.com/surety for more information William HCCSOZZPOAACIC12/2024

## **CERTIFIED COPY OF ORDER**

582-202

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

In the County Commission of said county, on the

13th

day of November

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 request for MoDOT to transfer \$100,000.00 of Boone County Soft Match Credit funds to Morgan County. In exchange, Morgan County will pay Boone County the cash amount of \$65,000.00.

Terms of the exchange are stipulated in the attached letter, and it is further ordered that the Boone County Commissioners are hereby authorized to sign said letter.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson



Roger B. Wilson **Boone County Government Center** 801 East Walnut, Room 333 Columbia, MO 65201-7732 573-886-4305 • FAX 573-886-4311

## **Boone County Commission**

Ms. Joanie Prenger Transportation Coordinator Missouri Department of Transportation 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102

RE: Soft Match Credit Exchange Request

The Boone County Commission requests and directs MoDOT to transfer \$100,000.00 of our Soft Match Credit funds to Morgan County.

**Presiding Commissioner** 

Justin Aldred

District I Commissioner

Janet M. Thompson

District II Commissioner

Signed by Boone County on this date:

In exchange, the Morgan County Commission agrees to pay Boone County the cash amount of \$65,000.00.

Tony Stephens

Presiding Commissioner

Trent Edgar

Western District

Commissioner

Brian Lehman

**Eastern District** 

Commissioner

Signed by Morgan County on this date: 10129125

#### **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 such appropriation sufficient to pay the costs arising from this contract.

Date

## BOONE COUNTY RESOURCE MANAGEMENT

Room 315 801 East Walnut Columbia, Missouri 65201

Inspections 886-4339

Planning 886-4330

Received From MORGAN COUNTY COURTHOUSE  PERMIT: Number \$.00 Wastewater \$.00  Permit Type:OT  MISC. FEES & REIMBURSEMENTS	\$.00
Admin Survey \$.00 Plat Fee/Prelim \$.00 Re-Zonin/App \$.00 Postage \$.00 Postage \$.00 Public Notice \$.00 Dischg Permit \$.00 ROW Permit \$.00 Driveway Permit \$.00 MHP License \$.00 Land Dist Permit \$.00 Training \$.00 Plan Review-Bldg Codes \$.00 Plan Dev Rev Plan \$.00 Conditional Use App \$.00 Plan Dev Finl Plan \$.00 Plan Dev Finl Plan \$.00 Plan Dev Finl Plan \$.00 Plan Permit \$.00 Plan Plan \$.00 Plan Permit \$.00 Plan P	\$.00 \$.00 \$.00 \$.00 \$.00 \$.00
Reinspection Fee \$.00 Recording Fees \$.00	\$.00
Comments: BRO EXCHANGE Taken By KW Credit Card Fee \$.00  Total Amount \$65,000.00 Pay Type CK #073528	<del></del>

### CERTIFIED COPY OF ORDER



STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

13th

day of November

**20** 25

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision for Department 1720 to reallocate funds remaining after purchase of a replacement vehicle and to allow for a purchase of a Bad Elf Mini Extreme for Boone County's on-site wastewater program.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldre

District I Commissioner

Janet M. Thompson

#### **BOONE COUNTY, MISSOURI** REQUEST FOR BUDGET REVISION

10/28/25 **EFFECTIVE DATE** 

FOR AUDITORS USE

1720 92400 GF RM Building Inspection Repicment Auto/Trucks 1,500  1720 91300 GF RM Building Inspection Machinery & Equipment 1
1720 91300 GF RM Building Inspection Machinery & Equipment 1
1,500 1

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

Auditor's Office

Requesting Official

PRESIDING COMMISSIONER

DISTRICT II COMMISSIONER



Bad Elf, LLC

7 South Main Street, Suite 201 West Hartford, CT, 06107-2401

**United States** 

Quote Date: Oct 29, 2025 10:43 AM

#### **ESTIMATE**

Valid Until

Nov 27, 2025

Reference

Boone County Resource Manage

ment - KW251028CZ

Sales Person

Chris Zuniga

Type

kwestcott@boonecountymo.or

**Email** 

g

Bill To Kelle Westcott 801 East Walnut Street MO, MO, 65201 United States

Ship To

**Boone County Resource Management** 

**Kelle Westcott** 

801 East Walnut Street

MO, MO, 65201 United States

MSRP	Sale Price	Qty	Tax	Additional Discount	Amount
\$ 1,499.99	\$ 1,349.99	1	\$ 0.00	\$ 0.00	\$ 1,349.99
\$ 79.99	\$ 79.99	1	\$ 0.00	\$ 0.00	\$ 79.99
\$ 11.00	\$ 11.00	1,	\$ 0.00	\$ 0.00	\$ 11.00
			Sub Total		\$ 1,440.98
Less line item discounts					\$ 0.00
	\$ 1,499.99 \$ 79.99	\$ 1,499.99 \$ 1,349.99 \$ 79.99 \$ 79.99 \$ 11.00 \$ 11.00	\$ 1,499.99 \$ 1,349.99 1 \$ 79.99 \$ 79.99 1 \$ 11.00 \$ 11.00 1	\$ 1,499.99 \$ 1,349.99 1 \$ 0.00 \$ 79.99 \$ 79.99 1 \$ 0.00 \$ 11.00 \$ 11.00 1 \$ 0.00 Sub Total	\$ 1,499.99 \$ 1,349.99 1 \$ 0.00 \$ 0.00 \$ 79.99 \$ 79.99 1 \$ 0.00 \$ 0.00 \$ 11.00 1 \$ 0.00 \$ 0.00 \$ 0.00 \$ 11.00 1 \$ 0.00 \$ 0.00

Sub Total	\$ 1,440.98
Less line item discounts	\$ 0.00
Line item tax	\$ 0.00
Additional Tax	\$ 0.00
Total Discounts Applied	\$ 150,00

**Total** 

\$ 1,440.98

#### **Terms & Conditions**

Estimate is valid for 30 days unless otherwise noted. Prices and product avallability subject to change without notice.

Bad Elf accepts payment by check, ACH, or wire for domestic orders. International orders must be paid by wire in advance.

Credit card payments are subject to a convenience fee. Please let us know in advance if you must pay by credit card.

## Authority Signature Christopher Zuniga

Technical Sales Representative, Bad Elf B.S. GIS & Cartography, Texas State University Esri ArcGIS Foundations Certification (EAPF2101) Certified UAS Remote Pilot - FAA (5047527) Cell#: 512-557-1227

Book time on my calendar here



#### **Kelle Westcott**

From:

Matthew Smith

Sent:

Wednesday, October 29, 2025 10:03 AM

To:

Kelle Westcott

Subject:

RE: GPS for Onsite wastewater program

Does our office need to do anything to add Roy as a user on this application? NO, I CAN SETUP ANY GPS SOFTWARE CAPABLE OF CONSUMING RTK CORRECTION TO USE OUR LOGIN Are you able to also confirm this is a complimentary application? – CONFIRMED, NO PAYMENT NECESSARY

From: Kelle Westcott < KWestcott@boonecountymo.org>

Sent: Wednesday, October 29, 2025 9:59 AM

**To:** Matthew Smith < MSmith@boonecountymo.org > **Subject:** RE: GPS for Onsite wastewater program

Hi Matt.

I understand your office is currently setup to use the Missouri RTK network provided by MoDOT. Does our office need to do anything to add Roy as a user on this application? Are you able to also confirm this is a complimentary application?

Thank you, Kelle

From: Matthew Smith <MSmith@boonecountymo.org>

Sent: Thursday, October 16, 2025 12:27 PM

To: Kelle Westcott < <a href="mailto:KWestcott@boonecountymo.org">KWestcott@boonecountymo.org</a> Subject: FW: GPS for Onsite wastewater program

#### Kelle.

Here was Roy's request. He did not specify trying to acquire a new Bad Elf, just that he would "like to use the Bad Elf or other GPS receiver." Are you still thinking of budgeting for a GPS for him?

If so, for him to get two foot or better accuracy, you would need to order the Bad Elf Flex Mini Extreme for \$1500.

https://bad-elf.com/collections/bad-elf-flex-mini

-Matt

From: Roy Kroeger <rkroeger@boonecountymo.org>

Sent: Thursday, October 16, 2025 8:46 AM

To: Matthew Smith < MSmith@boonecountymo.org > Cc: Bill Florea < BFlorea@boonecountymo.org > Subject: GPS for Onsite wastewater program

Good morning, Matt.

I would like to set up a meeting with you to discuss some GIS/GPS applications for my wastewater program.

Can your team build me a wastewater project in ESRI Field Maps that I can use on the iPad, to collect points and polys to document wastewater system component locations during an inspection. I would be happy to help.

I would then like to use the Bad Elf or other GPS receiver to make a more representative drawing that has the aerial map behind it. Ideal would be two-foot accuracy but I am not sure if the county has that capability. My long-term goal is to be able to integrate this information into a future GIS layer.

Currently, I make a hand drawn (not to sale) as-built image of every wastewater system as I inspect it. This becomes part of the permanent record.

Thanks for any help.



Roy Kroeger MPH, REHS
Onsite Wastewater Coordinator
Resource Management
Boone County Missouri
Phone 573-886-4339
www.showmeboone.com

## **CERTIFIED COPY OF ORDER**



STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

In the County Commission of said county, on the

13th

day of November

25 20

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record the Proclamation Recognizing the United States Exercise Tiger Foundation and the Adopta-Warrior Class of 2025.

Done this 13<sup>th</sup> day of November 2025.

ATTEST:

Clerk of the County Commission

Presiding Commissioner

District I Commissioner

Janet M. Thompson