CERTIFIED COPY OF ORDER SS7 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 20 26

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

Now on this day the County Commission of the County of Boone, having been presented with the Resolution of the Hospital Elected Board of Trustees regarding the sale of the county hospital pursuant to RSMo Sec. 205.374, finds the sale of the county hospital as contemplated in said Resolution to be desirable.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

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RESOLUTION OF THE BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

November 6, 2026

WHEREAS, the Board of Trustees of Boone County Hospital (the "**Board of Trustees**") is constituted pursuant to Sections 205.160 to 205.379, inclusive, of the Revised Statutes of Missouri (as amended, the "**Act**") to operate, maintain, and manage Boone Hospital Center (the "**Hospital**"); and

WHEREAS, in furtherance thereof, the Board of Trustees entered into a Lease Agreement Renewal dated December 31, 2021, with CH Allied Services, Inc., a Missouri non-profit corporation ("**CHAS**") (of which Boone Health, Inc., a Missouri non-profit corporation ("**Boone Health**"), is the sole member), pursuant to which the Board of Trustees leased to CHAS the real estate on which the Hospital is located (the "**Hospital Real Estate**"); and

WHEREAS, the Board of Trustees owns other parcels of real estate used in the operation of the Hospital and its affiliated health care operations (collectively, the "**Health System**")(such other real estate being referred to collectively as the "**Other Real Estate**" and referred to collectively with the Hospital Real Estate, as the "**Real Estate**"); and

WHEREAS, following in-depth discussions with the Board of Directors of Boone Health and the leadership team at Boone Health during the spring of 2025, the Board of Trustees and the Board of Directors of Boone Health (the "**Board of Directors**") jointly concluded that it was not financially feasible for the Health System to continue to operate as an independent organization on a long-term basis; and

WHEREAS, this conclusion was further supported by the enactment of the One Big Beautiful Bill Act on July 4, 2025, which includes changes in the law that effectively eliminate government funded subsidies for Affordable Care Act marketplace health insurance policies and heighten administrative requirements for participants in the Medicaid program resulting in an estimated decrease in Medicaid enrollment of up to ten percent (10%) over the next ten (10) years (in the aggregate these changes are expected to result in a decrease in government spending on health care of approximately $1.2 trillion over the next ten (10) years and a corresponding reduction in hospital/health system operating margins of between 11% and 13% per year during this same time period); and

WHEREAS, given this conclusion, on June 3, 2025, Boone Health and the Board of Trustees jointly engaged Juniper Advisory LLC ("**Juniper**") to assist Boone Health/Board of Trustees in identifying a hospital, health system, or other health care organization (collectively, "**Organizations**" and individually, "**Organization**") interested in entering into an affiliation arrangement with the Health System, including, without limitation, a sale of all of the assets used in the operation of the Health System, a lease of all of the assets used in the operation of the Health System, a merger or consolidation with Boone Health/CHAS, a member-substitution of the sole member of CHAS, an affiliation or collaboration with the Health System regarding individual service lines, clinical programs or sharing of contracts, a management relationship

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with Boone Health for management of the Health System, an assumption, a recapitalization, a restructuring or liquidation, or the creation of a joint venture, strategic partnership, joint operating company or other similar entity with respect to the Health System or Boone Health/CHAS; and

WHEREAS, Juniper is a nationally-recognized health care advisory company that specializes in non-profit healthcare partnerships, mergers, and acquisitions aimed at helping hospitals thrive, including hospital M&A, independence assessments, partnerships, and joint ventures, with over thirty-five (35) years of leadership and more than two-hundred fifty (250) assignments; and

WHEREAS, with Juniper's guidance, the Board of Trustees/Board of Directors analyzed the Health System's current financial condition, examined the financial headwinds facing independent health systems, and developed a comprehensive, multi-phased plan to identify Organizations that would be good affiliation partners for the Health System and approach them to gauge their interest in entering into an affiliation arrangement with the Health System (the "Plan"); and

WHEREAS, following the development of the Plan, Juniper began the process of implementing the Plan (for a thorough description of the Plan and the steps taken by Juniper to implement the Plan see **Exhibit A** attached to this Resolution); and

WHEREAS, through its work with Juniper to implement the Plan, the Health System identified two (2) Organizations interested in entering into an affiliation arrangement with the Health System: Organization A and Organization B; and

WHEREAS, following initial discussions between the Health System and Organization A, Organization A elected to withdraw from the process; and

WHEREAS, as a result, the Health System commenced in-depth discussions with Organization B; and

WHEREAS, Organization B is a leading provider of healthcare services in the United States, with a care delivery network that includes over two dozen acute care hospitals, several hundred ambulatory sites of care, and several thousand employed and affiliated providers; and

WHEREAS, Organization B stood out (a) because of its experience and success in operating healthcare facilities in growing mid-sized urban communities across the U.S. similar to Columbia, Missouri, (b) because its operating model is built around local care delivery backed by broader system resources, (c) because it has a demonstrated commitment to investing in innovative services and technologies that deliver strong clinical outcomes, thereby improving the health of the patients and communities it serves, and (d) because its emphasis on quality and safety have resulted in national recognition for care and strong results across a range of quality measures; and

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WHEREAS, following lengthy discussions, on July 17, 2026, Organization B and Boone Health/Board of Trustees entered into a non-binding Letter of Intent outlining the proposed terms of an affiliation arrangement between Organization B and the Health System; and

WHEREAS, the proposed affiliation between the Health System and Organization B will be structured as follows:

(a) Organization B will purchase and Boone Health and its affiliates will sell to Organization B substantially all of the assets of Boone Health used in connection with the operation of the Health System, including any outpatient clinics, any physician practices, and any ancillary services(the "**Boone Health Transaction**"), and

(b) Simultaneously with the closing of the Boone Health Transaction, Organization B will purchase and the Board of Trustees will sell to Organization B the real property, improvements, and certain other assets owned by the Board of Trustees and used in the operation of the Health System, as well as certain medical office buildings and outpatient care facilities owned by the Board of Trustees, for a purchase price of $36,000,000 (with the purchase price to be paid in cash at the closing and used to pay off certain debts and obligations associated with the purchased assets) (the "**BOT Transaction**"),

(c) In connection with the BOT Transaction and the Boone Health Transaction, Organization B has agreed to (i) make significant future capital expenditures to the Health System over the next 10 years, (ii) continue to operate the Hospital as an acute care hospital and continue all essential services provided at the Health System for the next 5 years, and (iii) make offers of employment to all employees in good standing at the Health System; and

WHEREAS, on November 4, 2026, the Board of Directors approved Boone Health entering into the Boone Health Transaction with Organization B; and

WHEREAS, at a closed meeting of the Board of Trustees on November 4, 2026, the Board of Trustees, by unanimous vote, approved the Board of Trustees entering into the BOT Transaction with Organization B, subject to the consent of the Boone County Commission; and

WHEREAS, pursuant to Section 205.374.1 of the Missouri Revised Statutes, in order for the Board of Trustees to enter into the BOT Transaction, the Board of Trustees must first submit to the Boone County Clerk a resolution adopted by the Board of Trustees proposing that the Board of Trustees enter into the BOT Transaction with Organization B; and

WHEREAS, pursuant to Section 205.374.1 of the Missouri Revised Statutes, following the receipt of the resolution from the Board of Trustees, the Boone County Clerk is required to present the Board of Trustees' resolution to the Boone County Commission for it to determine whether the BOT Transaction is desirable; and

WHEREAS, if the Boone County Commission determines that the BOT Transaction is desirable, it will consent to the Board of Trustees entering into the BOT Transaction;

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NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. For the reasons outlined above, the Board of Trustees, by unanimous vote, has determined that it is in the best interest of the Hospital, the Health System, and the people of Boone County to enter into the BOT Transaction with Organization B, in conjunction with Boone Health entering into the Boone Health Transaction with Organization B.

2. Pursuant to the terms of Section 205.374 of the Missouri Revised Statutes, the Board of Trustees hereby requests the consent of the Boone County Commission to enter into the BOT Transaction with Organization B.

Signed by:
Jerry Kennett, M.D.
Jerry D. Kennett, M.D Date

Signed by:
gary Thompson
Gary W. Thompson Date

DocuSigned by:
William Orscheln
William (Barry) Orscheln Date

DocuSigned by:
Judy S tarr
Judy Starr Date

Signed by:
Brian Whorley
Brian Whorley Date

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Exhibit A

See attached "Process Overview" prepared by Juniper Advisory LLC

November 6, 2026

BooneHealth

PROCESS OVERVIEW

CONFIDENTIAL

JUNIPER ADVISORY
110 North Wacker Drive, Suite 2500
Chicago, IL 60606
www.juniperadvisory.com

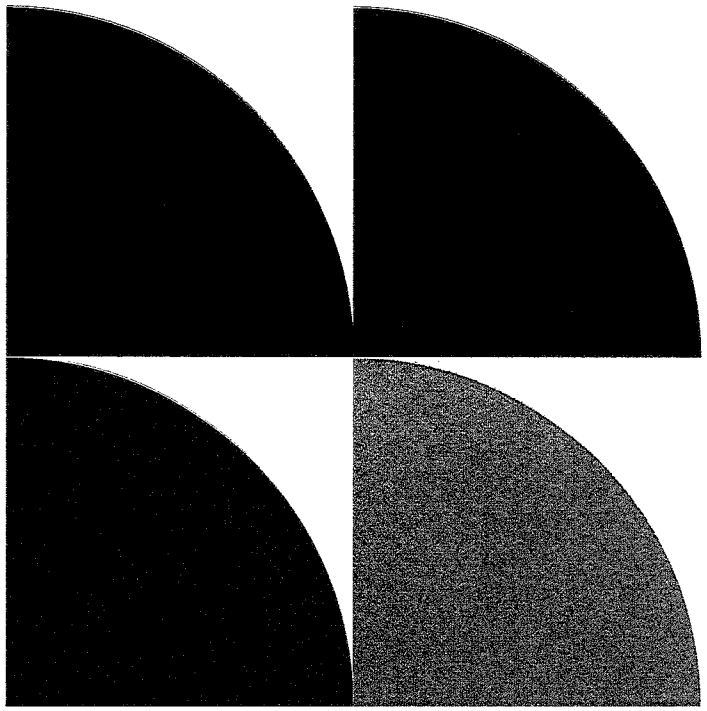
Rex Burgdorfer | 773.474.0851 | rburgdorfer@juniperadvisory.com
Adam Davis | 914.589.5813 | adavis@juniperadvisory.com
Nina Leutz | 224.216.9623 | nleutz@juniperadvisory.com

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2 TRANSACTION TIMELINE *detailed review* 7

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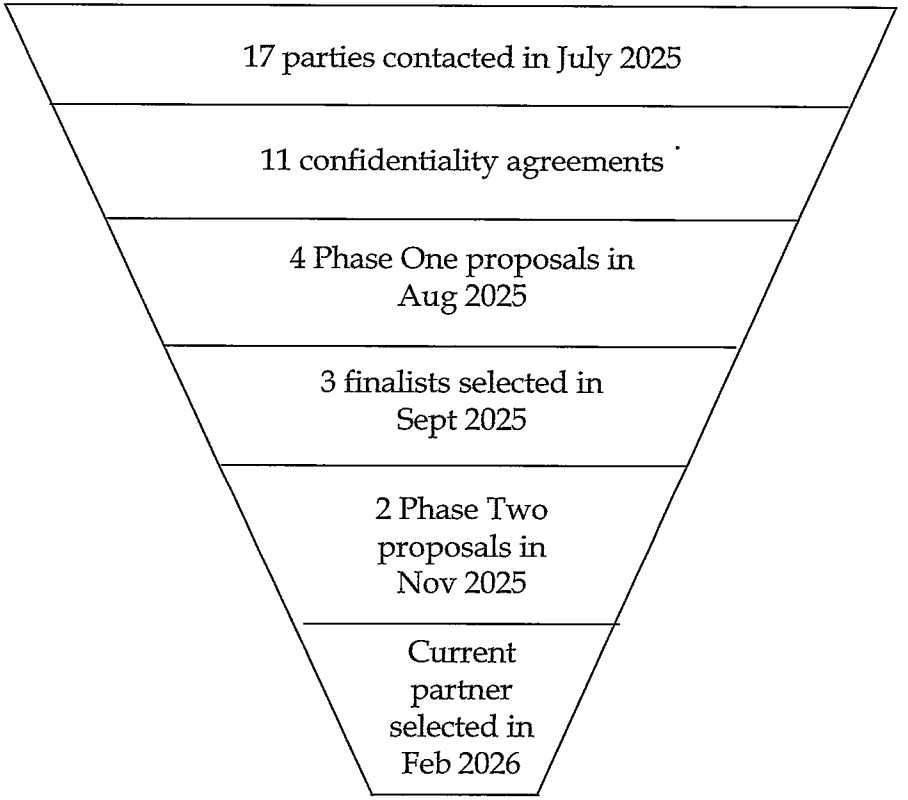


1. PARTNER OUTREACH

summary of key events

MARKET INPUT

	Partners		
	NON PROFIT	INVESTOR OWNED	TOTAL
PARTNER LIST DETAILS	14	3	17
PARTICIPANTS	8	3	11
- Confidentiality Agreements			
- Information Materials			
- Data Room			
PHASE I SUBMISSIONS	3	1	4
FINALISTS	2	1	3
- Site Visits in Columbia			
- Reverse Site Visits			
PHASE II PROPOSALS	1	1	2



PHASE ONE *summary of key events (Q2 2025)*

- Overall process design
  - Proactively assessed range of strategic alternatives
  - Maximized board objectives
  - Minimized operating disruption

- Phase I's key goal was to solicit initial proposals from potential partners
  - Structured a thorough, expeditious, but flexible competitive process
  - Comprehensive set of potential partners considered with Boone's authorization
  - All capable and qualified partners afforded equal opportunity to participate
  - Confidentiality agreements signed by potential partners that wanted to move forward

- Competitive and "fair" approach to market on July 7
  - 17 companies approached
  - 11 signed confidentiality agreements

- Participants under NDAs received additional information on July 21
  - Included an Instruction Letter, Information Memorandum, and data room access
  - Uniform Phase One due diligence materials provided to participants
  - Over 60 data room participants from potential partnering organizations
    - Several meetings with Juniper
    - 50+ supplemental data requests

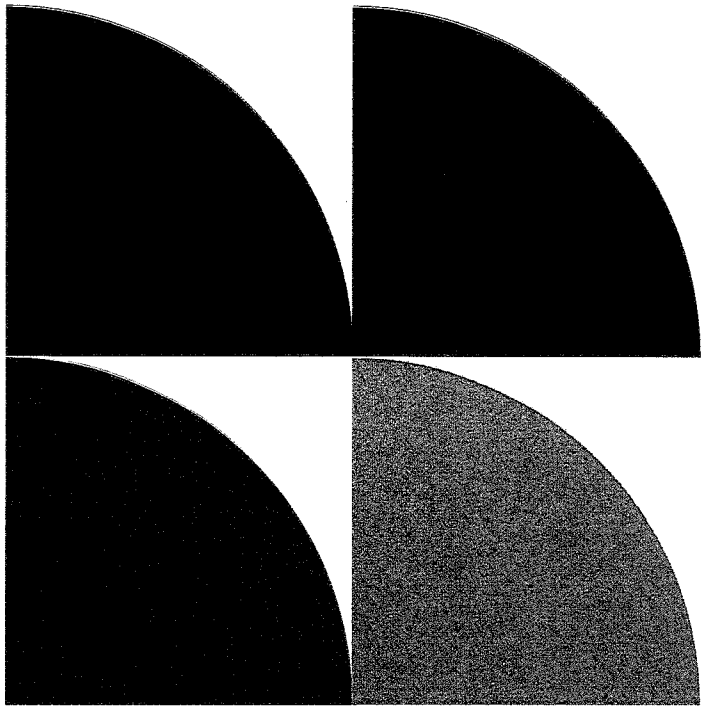
PHASE TWO *summary of key events (Q3-Q4 2025)*

- Three Finalists selected September 22
  - Proactively assessed range of strategic alternatives
  - Active participation and review of data room
  - Continued requests for supplemental data
  - Additional meetings with Juniper and Boone

- Site visits in Columbia occurred October 9, 17, and 30
  - Management presentation by Boone to partners
  - Financial due diligence work sessions
  - Hospital/community highlights tour
  - Presentation by partners to Boone Health, Trustees and select physician leaders

- Phase 2 Instruction Letter was sent to Finalists on October 20
  - Solicited refined offers
  - Structural and governance considerations included
  - Greater level of specificity regarding capital projects

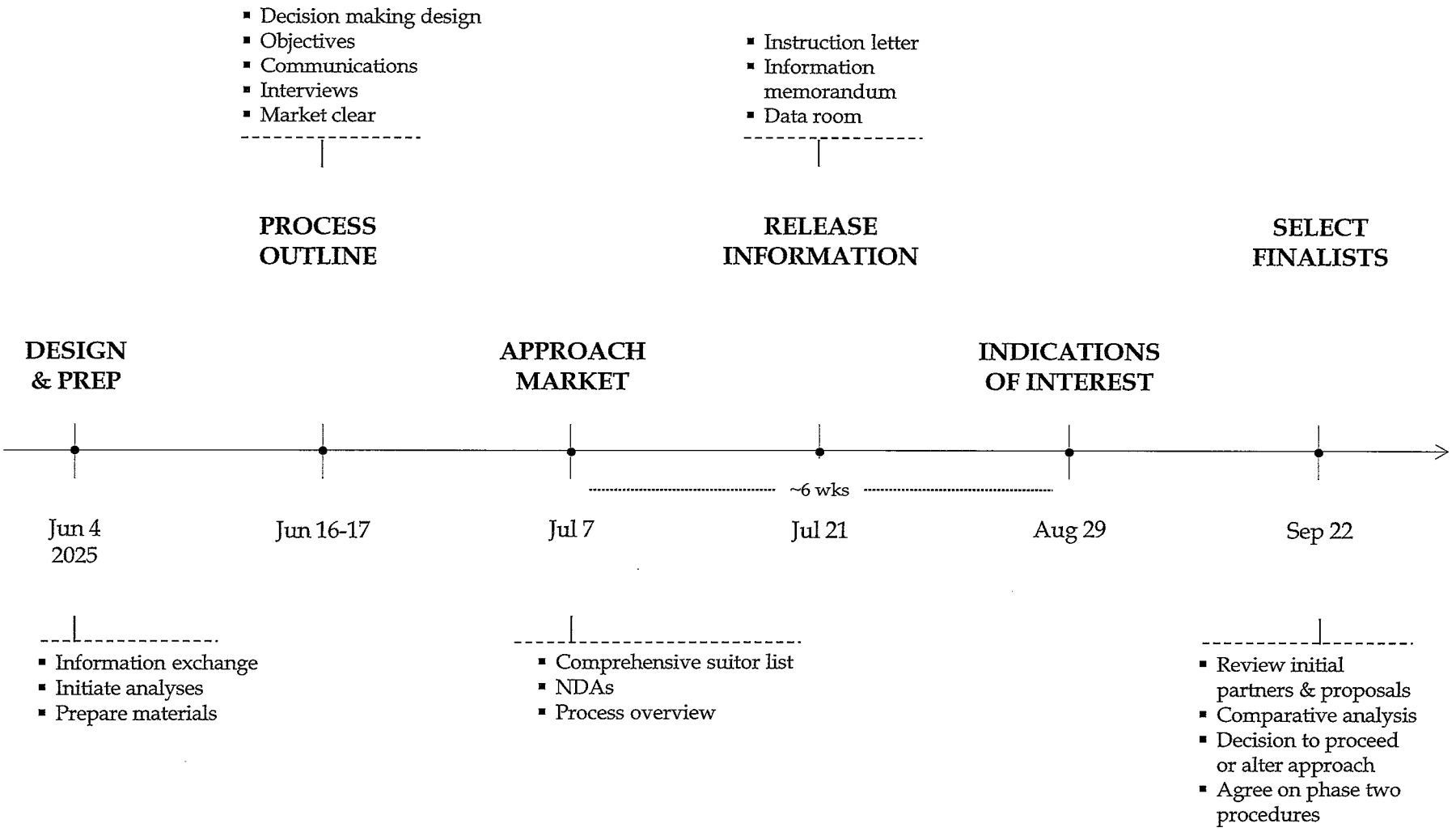
- Reverse due diligence visits to partners' locations occurred October 31 and November 12
  - Boone visited potential partners' headquarters and recently acquired, comparably situated hospital
  - Toured comparable hospitals with physician leaders
  - Local leadership described their transaction and the system's fulfillment of commitments



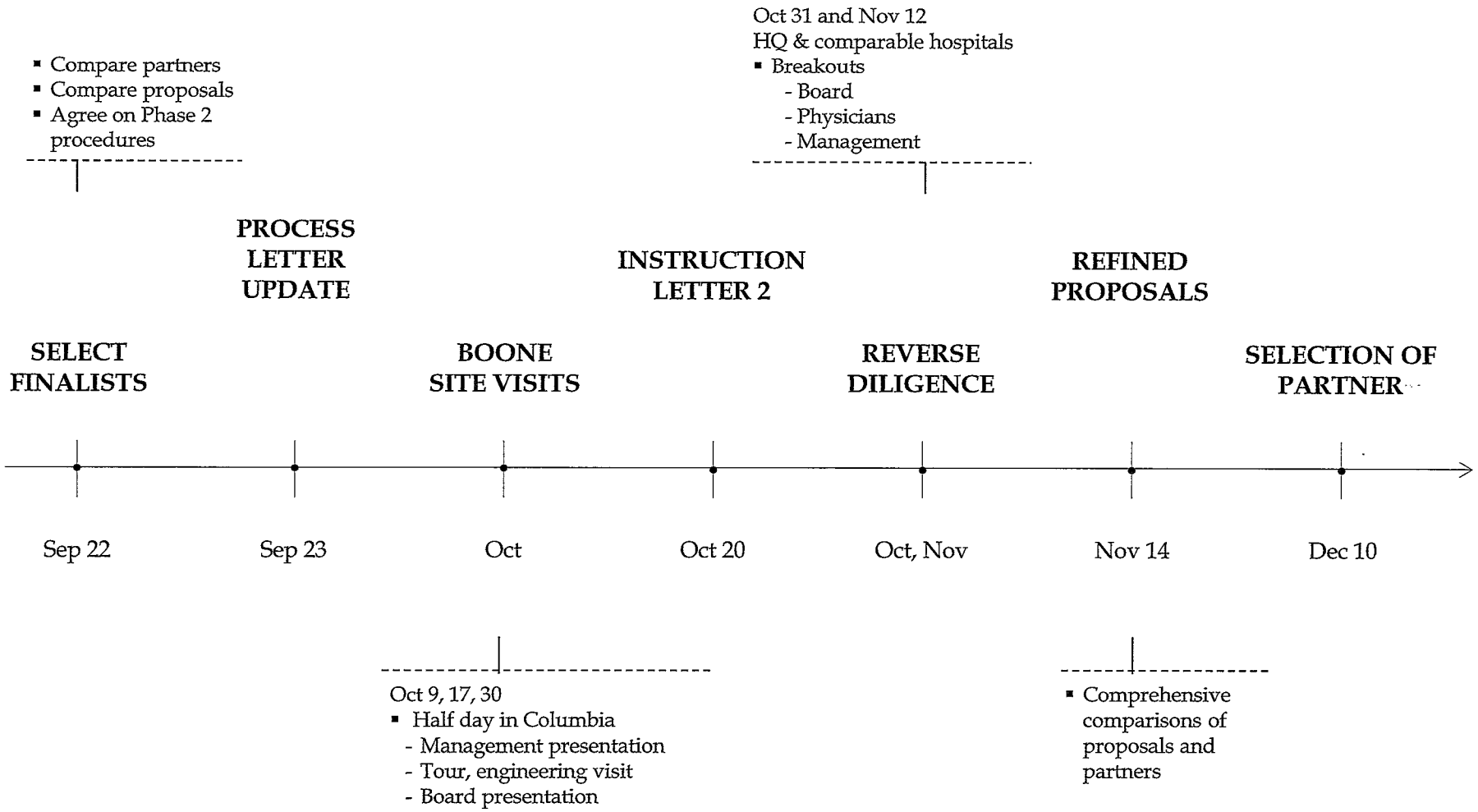
2. TRANSACTION TIMELINE

detailed review

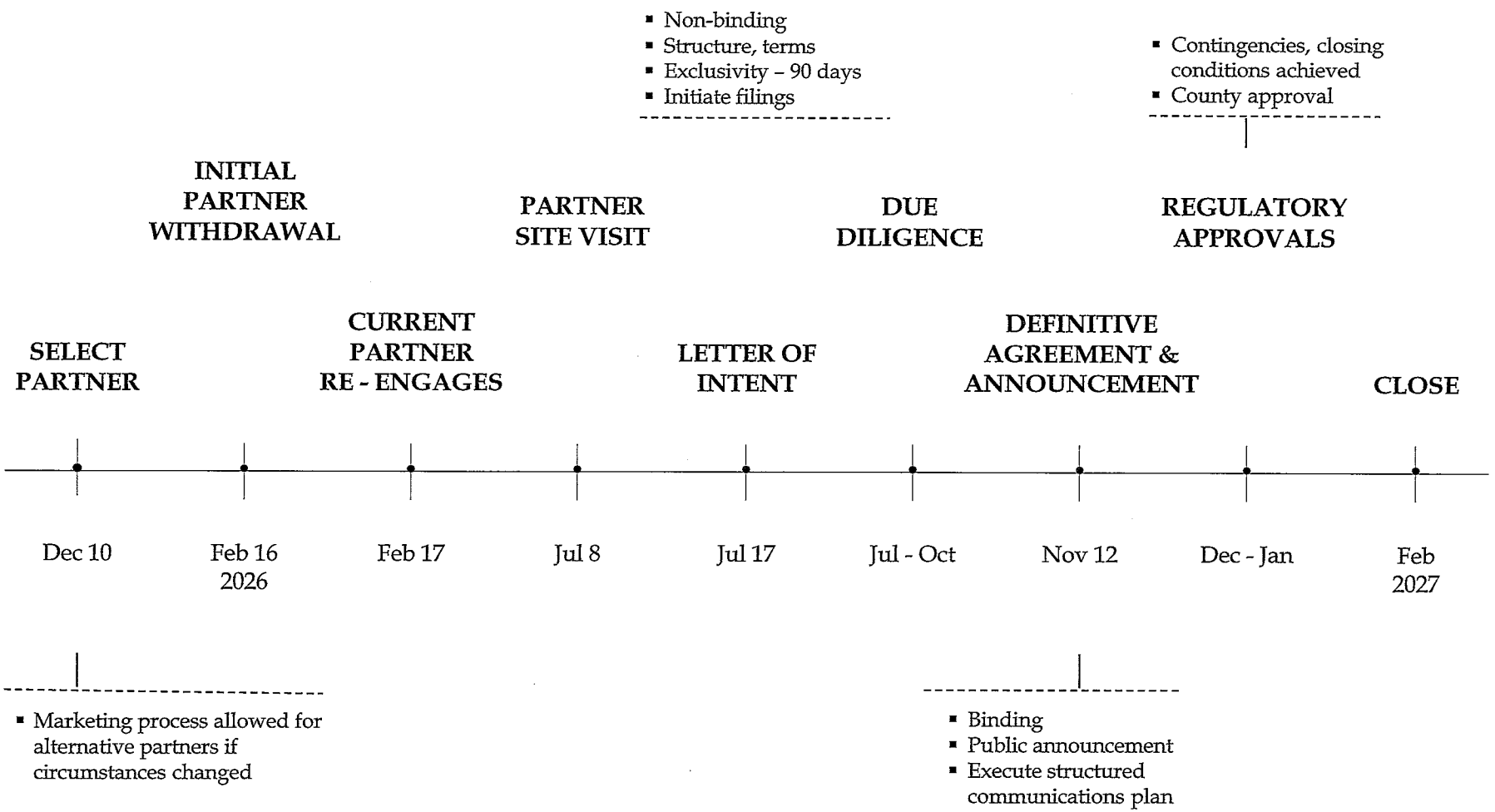
TIMELINE *phase one*



TIMELINE *phase two*



TIMELINE *transaction phase*



CERTIFIED COPY OF ORDER

SS -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 Agreement to Terminate Cooperative Agreement with the County Hospital Elected Board of Trustees. The terms of the Agreement are set out in the attached, and the Presiding Commissioner is authorized to sign said agreement and the Termination and Release of Cooperative Agreement. The County Counselor is further authorized to deliver the Termination and Release of Cooperative Agreement to Boone-Central Title Company.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

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AGREEMENT TO TERMINATE COOPERATIVE AGREEMENT

THIS AGREEMENT TO TERMINATE COOPERATIVE AGREEMENT (the "Agreement"), is made this the 6th day of November, 2026 (the Effective Date"), by and between BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL, a public body created and existing pursuant to Chapter 205 of the Revised Statutes of the State of Missouri ("Board of Trustees"), and BOONE COUNTY, MISSOURI, a political subdivision and governmental body acting by and through its duly elected Commissioners (the "County").

WHEREAS, the parties entered into that certain Cooperative Agreement for Construction and Utilization of Health Care Clinic and Governmental Office Facility dated March 13, 1996 (the "Cooperative Agreement") in connection with the development of approximately three (3) acres of real estate owned by the Board of Trustees and located in Centralia, Boone County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), for the operation of a health care clinic and governmental office facility.

WHEREAS, the Cooperative Agreement includes, among other things, (i) a right of first refusal in favor of the County to purchase the Property from the Board of Trustees, and (ii) an agreement between the Board of Trustees and the County to share equally in the net proceeds of the sale of the Property to a third party.

WHEREAS, the right of first refusal and the agreement between the parties to share in the net sale proceeds, as described in the preceding paragraph, was memorialized in that certain Notice of Right of First Refusal and Agreement on Disposition of Sale Proceeds dated April 15, 2013, and recorded in Book 4209, Page 108, in the office of the Boone County, Missouri Recorder of Deeds (the "Notice of Terms").

WHEREAS, the Board of Trustees desires to sell the Property to a third party free and clear of the restrictions set forth in the Cooperative Agreement and the Notice of Terms and the County has elected not to exercise its right of first refusal to purchase the Property.

WHEREAS, the County has agreed to enter into this Agreement and that certain Termination and Release of Cooperative Agreement to be recorded in the real estate records of Boone County, Missouri (the "Release") in exchange for consideration in the amount of $600,000.00.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, the parties hereby agree as follows:

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WITNESSETH:

1. Consideration. Upon execution, the County shall deliver the executed Release to Boone-Central Title Company, 601 East Broadway, Suite 102, Columbia, MO 65201 (the "Escrow Agent"). In consideration for the execution and delivery of this Agreement and the Release, the Board of Trustees by and through the Escrow Agent shall deliver to the County consideration in the amount of SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00). The Escrow Agent shall be instructed by the parties that upon receipt of the executed Release from the County and the funds delivered by the Board of Trustees to release the funds to the County and record the Release in the real estate records of Boone County, Missouri.

2. Miscellaneous. The recitals set forth above are hereby incorporated into the substantive provisions of this Agreement. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns. The parties have read this Agreement and the mutual releases contained in it, and, on advice of counsel, they have freely and voluntarily entered into the Agreement. The validity, construction, and interpretation of this Agreement shall be governed by the laws of the State of Missouri without regard to conflict of law principles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[*Signatures on following pages.*]

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IN WITNESS WHEREOF, the Board of Trustees and the County have executed these presents the day and year first above written.

BOARD OF TRUSTEES:

BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

Signed by:
Jerry Kennett, M.D.
27D198207A92480...

By: _____
Name: Jerry D. Kennett, M.D.
Title: Chair

COUNTY:

BOONE COUNTY, MISSOURI,
a political subdivision and governmental body acting by and through its duly elected Commissioners

By: _____
Name:
Title:

Acknowledged and agreed to this 12 day of November, 2026

BOONE-CENTRAL TITLE COMPANY

By:_____
Name:_____
Title:_____

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A PORTION OF A TRACT OF LAND LYING NORTH OF MISSOURI HIGHWAY 22 LOCATED IN THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 51 NORTH, RANGE 11 WEST, CENTRALIA, MISSOURI; AND DESCRIBED AS FOLLOWS:

STARTING AT THE EAST QUARTER CORNER OF SECTION 10, TOWNSHIP 51, RANGE 11, AS SHOWN BY A SURVEY RECORDED IN BOOK 1184, PAGE 107; THENCE WITH THE EAST LINE OF SECTION 10, TOWNSHIP 51, RANGE 11 AS SHOWN BY SAID SURVEY, S 1 DEGREE 00' 30" E, 1738.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY 22;

THENCE WITH SAID NORTH RIGHT-OF-WAY LINE, 102.9 FEET ON A 3558.8-FOOT RADIUS, NON-TANGENT CURVE TO RIGHT (CHORD BEARS N 40 DEGREES 18' 45" W, 102.9 FEET); THENCE N 39 DEGREES 29' W, 948.05 FEET TO A SET IRON PIPE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 39 DEGREES 29' W, 309.0 FEET TO THE POINT OF A SPIRAL CURVE (STATION 293+82.23); THENCE PARALLEL WITH THE CENTERLINE SPIRAL, 51.0 FEET (CHORD BEARS N 39 DEGREES 32' 45" W, 51.0 FEET) TO A SET IRON PIPE; THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE ON A NON-TANGENT LINE, N 50 DEGREES 31' E, 360.05 FEET TO A SET IRON PIPE; THENCE S 39 DEGREES 29' E, 360.0 FEET TO A SET IRON PIPE; THENCE S 50 DEGREES 31' W, 360.0 FEET TO THE POINT OF BEGINNING.

Title of Document: TERMINATION AND RELEASE OF COOPERATIVE AGREEMENT

Date of Document: November _____, 2026

Grantor/Grantee: BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

Mailing Address: 1600 E. Broadway
Columbia, MO 65201

Grantor/Grantee: BOONE COUNTY, MISSOURI

Mailing Address: 801 E. Walnut St.
Columbia, MO 65201

Legal Description: See attached Exhibit "A" attached hereto

Reference: Book and Page: Book 4209, Page 108

TERMINATION AND RELEASE OF COOPERATIVE AGREEMENT

THIS TERMINATION AND RELEASE OF COOPERATIVE AGREEMENT (the "Release"), is made this the _____ day of November, 2026 (the Effective Date"), by and between BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL, a public body created and existing pursuant to Chapter 205 of the Revised Statutes of the State of Missouri ("Board of Trustees"), and BOONE COUNTY, MISSOURI, a political subdivision and governmental body acting by and through its duly elected Commissioners (the "County").

WHEREAS, the parties entered into that certain Cooperative Agreement for Construction and Utilization of Health Care Clinic and Governmental Office Facility dated March 13, 1996 (the "Cooperative Agreement") in connection with the development of approximately three (3) acres of real estate owned by the Board of Trustees and located in Centralia, Boone County, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), for the operation of a health care clinic and governmental office facility.

WHEREAS, the Cooperative Agreement includes, among other things, (i) a right of first refusal in favor of the County to purchase the Property from the Board of Trustees, and (ii) an agreement between the Board of Trustees and the County to share equally in the net proceeds of the sale of the Property to a third party.

WHEREAS, the right of first refusal and the agreement between the parties to share in the net sale proceeds, as described in the preceding paragraph, was memorialized in that certain Notice of Right of First Refusal and Agreement on Disposition of Sale Proceeds dated April 15, 2013, and recorded in Book 4209, Page 108, in the office of the Boone County, Missouri Recorder of Deeds (the "Notice of Terms").

WHEREAS, the Board of Trustees desires to sell the Property to a third party free and clear of the restrictions set forth in the Cooperative Agreement and the Notice of Terms and the County has elected not to exercise its right of first refusal to purchase the Property.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, the parties hereby agree as follows:

WITNESSETH:

1. Termination and Release of Cooperative Agreement. As of the Effective Date, the Cooperative Agreement and the Notice of Terms are hereby terminated in their entirety and the parties hereto shall have no further rights or obligations thereunder. The Property is hereby released from the burden of the terms and conditions set forth in the Cooperative Agreement and the Notice of Terms.

2. Miscellaneous. The recitals set forth above are hereby incorporated into the substantive provisions of this Release. All capitalized terms not defined herein shall have the meanings ascribed to them in the Release. This Release shall be binding on and inure to the benefit

of the parties and their successors and assigns. The parties have read this Release and the mutual releases contained in it, and, on advice of counsel, they have freely and voluntarily entered into the Release. The validity, construction, and interpretation of this Release shall be governed by the laws of the State of Missouri without regard to conflict of law principles. This Release may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[*Signatures on following pages.*]

IN WITNESS WHEREOF, the Board of Trustees and the County have executed these presents the day and year first above written.

GRANTOR/GRANTEE

BOARD OF TRUSTEES OF BOONE COUNTY HOSPITAL

By: _____
Name:
Title:

STATE OF MISSOURI)
) **SS.**
COUNTY OF BOONE)

On this _____ day of _____, 2026, before me appeared _____ to me personally known, who being by me duly sworn did say that he/she is the _____ of the Board of Trustees of Boone County Hospital (the "Board of Trustees"), and that the above instrument was signed on behalf of the Board of Trustees and that said instrument is the free act and deed of the Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

_____
Notary Public

My Commission Expires:

_____

GRANTOR/GRANTEE

BOONE COUNTY, MISSOURI,
a political subdivision and governmental body acting by and through its duly elected Commissioners

By: _____
Name:
Title:

STATE OF MISSOURI)
) **SS.**
COUNTY OF BOONE)

On this _____ day of _____, 2026, before me appeared _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of Boone County, Missouri , a political subdivision and governmental body acting by and through its duly elected Commissioners (the "County"), and that the above instrument was signed on behalf of the County and that said instrument is the free act and deed of the County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A PORTION OF A TRACT OF LAND LYING NORTH OF MISSOURI HIGHWAY 22 LOCATED IN THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 10, TOWNSHIP 51 NORTH, RANGE 11 WEST, CENTRALIA, MISSOURI; AND DESCRIBED AS FOLLOWS:

STARTING AT THE EAST QUARTER CORNER OF SECTION 10, TOWNSHIP 51, RANGE 11, AS SHOWN BY A SURVEY RECORDED IN BOOK 1184, PAGE 107; THENCE WITH THE EAST LINE OF SECTION 10, TOWNSHIP 51, RANGE 11 AS SHOWN BY SAID SURVEY, S 1 DEGREE 00' 30" E, 1738.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY 22;

THENCE WITH SAID NORTH RIGHT-OF-WAY LINE, 102.9 FEET ON A 3558.8-FOOT RADIUS, NON-TANGENT CURVE TO RIGHT (CHORD BEARS N 40 DEGREES 18' 45" W, 102.9 FEET); THENCE N 39 DEGREES 29' W, 948.05 FEET TO A SET IRON PIPE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 39 DEGREES 29' W, 309.0 FEET TO THE POINT OF A SPIRAL CURVE (STATION 293+82.23); THENCE PARALLEL WITH THE CENTERLINE SPIRAL, 51.0 FEET (CHORD BEARS N 39 DEGREES 32' 45" W, 51.0 FEET) TO A SET IRON PIPE; THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE ON A NON-TANGENT LINE, N 50 DEGREES 31' E, 360.05 FEET TO A SET IRON PIPE; THENCE S 39 DEGREES 29' E, 360.0 FEET TO A SET IRON PIPE; THENCE S 50 DEGREES 31' W, 360.0 FEET TO THE POINT OF BEGINNING.

CERTIFIED COPY OF ORDER

SS9 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20 26

November Session of the October Adjourned

In the County Commission of said county, on the 12th day of November 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 K-9 Basic Training Agreement between Boone County and the following:

- Ste. Genevieve Police Department

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

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the 12 day of November, 2026, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Ste Genevieve Police Department (Agency):

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

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

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

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

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

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.

2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.

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

4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars ($4,000.00) for the training contemplated herein, calculated at a rate of $100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or $2,000.00, upon execution of this contract and the remaining one-half, or $2,000.00, after twenty (20) sessions have been completed.

5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 23rd day of February, 2026, and sessions will proceed consecutively, Monday –

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

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

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

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

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

SO AGREED.

AGENCY

By: Ste. Genevieve Police Dept

Printed Name: Daniel Halek

Attest:

BOONE COUNTY, MISSOURI

By: _____
Kip Kendrick, Presiding Commissioner

Attest: _____
Brianna L. Lennon, County Clerk

Approved: _____
Dwayne Carey, Sheriff

Approved as to legal form: _____
CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes: _____
Kyle Rieman, Auditor

Revenue Account
2570-3569

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

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

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

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

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

Signature of Participant/Date

1/16/26

Printed Name of Participant

Layne Harris

CERTIFIED COPY OF ORDER

560 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 K-9 Basic Training Agreement between Boone County and the following:

- Jefferson City Police Department

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

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the 12 day of November, 2026, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Jefferson City Police Department (Agency):

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

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

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

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

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

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.

2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.

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

4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars ($4,000.00) for the training contemplated herein, calculated at a rate of $100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or $2,000.00, upon execution of this contract and the remaining one-half, or $2,000.00, after twenty (20) sessions have been completed.

5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 23rd day of February, 2026, and sessions will proceed consecutively, Monday –

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

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

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

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

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

SO AGREED.

AGENCY

By: _____

Printed Name: Cady Scheuler

Attest: _____

BOONE COUNTY, MISSOURI

By: _____
Kip Kendrick, Presiding Commissioner

Attest: Brianna L Lennon SEO
Brianna L. Lennon, County Clerk

Approved: _____
Dwayne Carey, Sheriff

Approved as to legal form: _____
CJ Dykhouse, County Counselor

Acknowledged for Budgeting Purposes: Kyle Rieman by A.N.@
Kyle Rieman, Auditor

Revenue Account
2570-3569

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

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

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

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

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

Signature of Participant/Date

02/01/2024

Printed Name of Participant

Cody Scheuler

CERTIFIED COPY OF ORDER

561-2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 2026 Emergency Management Grant (EMPG) application submitted by the Emergency Management Department.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

64729 - FY26 Emergency Management Performance Grant

Application Details

Funding Opportunity:	56111-FY26 Emergency Management Performance Grants
Funding Opportunity Due Date:	Nov 26, 2026 4:00 PM
Program Area:	Emergency Management Performance Grants (EMPG) Local
Status:	Editing
Stage:	Final Application

Initial Submit Date:	
Initially Submitted By:	
Last Submit Date:	
Last Submitted By:	

Contact Information

Primary Contact Information

Name:	Ms. Della Luster Salutation First Name Last Name
Job Title*:	Administrative Coordinator
Email*:	dluster@boonemo.gov
Mailing Address*:	2145 County Drive Columbia Missouri 65202 City State/Province Postal Code/Zip
Phone*:	(573) 554-7907 Ext. Phone ###-###-####
Fax:	(573) 442-3828 ###-###-####

Organization Information

Applicant Agency*:	Boone County, Emergency Management Agency

Organization Type*:	Government
Organization Website:	http://www.showmeboone.com/OEM
Federal Tax ID#*:	436000349 02 9 digits (no hyphen) Tax ID Extension
DUNS #:	073755977 9-digit number
Unique Entity ID*:	GKUHNLX9MJJ3
MOVERS Supplier ID:	
MOVERS Address Name:	
SAM/CCR CAGE Code:	4KKC8 10/23/2026 Valid Until Date
Mailing Address*:	2145 County Drive
	Columbia Missouri 65202- 0000 City State/Province Postal Code/Zip + 4
County*:	Boone
Congressional District*:	04 **Hold 'CTRL" to add additional districts**
Phone*:	**(573) 554-7900** Ext. ###-###-####
Fax:	**(573) 442-3828** ###-###-####

Contact Information

Contact Information

Authorized Official

Enter the name and address of the individual who has the authority to legally bind the applicant agency.
· City Government - If the applicant agency is a city, the Mayor/City Administrator shall be the Authorized Official.
· County Government - If the applicant agency is a county, the Presiding Commissioner shall be the Authorized Official.

Authorized Official*:	**Mr. Kip Kendrick** Title First Name Last Name
Job Title*:	**Presiding Commissioner**
Agency*:	**Boone County Commission**
Mailing Address*:	**801 E. Walnut, Suite 333**
Street Address:	**801 E. Walnut**
City/State/Zip*:	**Columbia Missouri 65201** City State Zip Code

Email*:	**kkendrick@boonemo.gov**
Phone*:	**573-886-4307** Cell Office

Project Director

For EMPG grant the EMD is the Project Director.

Emergency Management Director*:	**Mr Chris Kelley** Title First Name Last Name
Agency*:	**Boone County Emergency Management**
Mailing Address*:	**2145 County Drive**
Street Address:	**2145 County Drive**
City/State/Zip*:	**Columbia Missouri 65202** City State Zip Code
Email*:	**ckelley@boonemo.gov**
Phone*:	**573-554-7900 573-268-6707** Office Cell

Fiscal Officer

For EMPG grants the City/County Treasurer is the Fiscal Officer.

Fiscal Officer*:	**Ms Jenna Redel** Title First Name Last Name
Job Title*:	**Treasurer**
Agency*:	**County of Boone**
Mailing Address*:	**801 E. Walnut, Room 304**
Street Address:	**801 E. Walnut**
City/State/Zip*:	**Columbia Missouri 65201** City State Zip Code
Email*:	**jredel@boonemo.gov**
Phone*:	**573-886-4367** Cell Office

Project Contact Person

Is the Emergency Management Director and the Project Contact Person the same?*:

No

If the EMD & Project Contact are the same, it is not necessary to complete the Project Contact information.

Project Contact Person:	**Ms Della Luster** Title First Name Last Name
Job Title:	**Administrative Coordinator**
Agency:	**Boone County Emergency Management**
Mailing Address:	**2145 County Drive**

Street Address:	**2145 County Drive**
City/State/Zip:	**Columbia Missouri 65202** City State Zip Code
Email:	**dluster@boonemo.gov**
Phone:	**573-554-7907** Cell Office

Statement of Work

Project Narrative Justification

Project Title*: **FY26 Emergency Management Performance Grant**

Project Type*:

Develop/enhance homeland security/emergency management organization and structure

The requested funds will be used to*: **Sustainment of Existing Project**

Project Narrative Summary*:

FY 2026 funds will be utilized to maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.

2000 Character Limit

Select the Mission Areas that apply to this project.

Mission Area*: **Mitigation,Protection,Recovery,Response**

Select the primary Core Capability that will be supported by this proposed project.*: **Operational Coordination**

Select the POETE categories that apply to this project. **TO SELECT MULTIPLE CATEGORIES HOLD CONTROL DOWN WHILE SELECTING THEM.**

POETE Category*:

E - Equipment,E - Exercise,O - Organization,P - Planning,T - Training

Select the Identified Gap or Need reference document for this project. **TO SELECT MULTIPLE CATEGORIES HOLD CONTROL DOWN WHILE SELECTING THEM.**

Reference for Identified Gap or Need*: **THIRA/SPR**

Staffing Pattern

Position:	**Chris Kelley**	**Director**	**04/06/2023**
	Name	Title	Hire Date
Position:	**Jacob Waller**	**Deputy Director**	**06/05/2023**
	Name	Title	Hire Date
Position:	**Della Luster**	**Administrative Coordinator**	**01/11/2016**
	Name	Title	Hire Date
Position:	Name	Title	Hire Date
Position:	Name	Title	Hire Date

Position:	Name Title Hire Date
Position:	Name Title Hire Date
Position:	Name Title Hire Date

Baseline Requirement #1 - Emergency Operations Center (EOC)

EOC Location*:	**Boone County ECC**
EOC Street Address*:	**2145 County Drive** **Columbia** **MO** **65202** Street Address City State Zip Code
EOC Phone Number*:	**573-554-7900** **573-268-6707** Primary EOC Number EOC Alternate Phone Number
EOC Contact Person*:	**Chris Kelley** Name
Contact Person Address*:	**2145 County Drive** **Columbia** **MO** **65202** Street City State Zip Code

Baseline Requirement #2 - Local Emergency Operations Plan (LEOP)

I understand as a minimum requirement my awarded agency must update/review our LEOP every 2 years and maintain SEMA verification documents with identified changes.*:	**Yes**
Date of Last LEOP update/review?*:	**04/28/2025**
Have you provided your State Emergency Management Agency (SEMA) Area Coordinator with your agency's LEOP?*:	**Yes**

Baseline Requirement #3 - National Incident Management System (NIMS)

1. Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?*:	**Yes**

2. Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program? *:	**Yes**
3. Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?*:	**Yes**
4. Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?*:	**Yes**
5. Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?*:	**Yes**
6. Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?*:	**Yes**

Baseline Requirement #4 - Training Requirements

1. Have all EMPG funded personnel completed the minimum required FEMA trainings?*:

Yes

IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242, IS 244, IS 700, IS 800.
Required completion within 12 months of hire.

2. Have all EMPG funded personnel completed the additional required FEMA trainings?*:	**Yes** G191, IS2200 and IS/K2300. Required completion within 24 months of hire.

If answered 'No' on either training requirements questions, provide your plan to achieve training compliance in the section below.

Outline plan to meet training requirements.:

Training compliant

Baseline #5 - Exercise Requirements

The Severe Weather Drill and the Great Shake Out Drill will no longer be considered allowable EMPG exercises for this requirement.

1. I understand all EMPG funded personnel must participate in no less than two (2) exercises per calendar year with one (1) exercise being Operations based. *: **Yes**

Baseline Requirement #6 - After Action Report (AAR) and Sign-in Sheets

I understand all EMPG subrecipients are required to provide After Action Reports (AAR) and Sign-in sheets to the SEMA Training and Exercise Department at SEMATraining-Exercise@sema.dps.mo.gov within ninety (90) days of the training or exercise.*: **Yes**

Baseline Requirement #7 - Integrated Preparedness Planning Workshop (IPPW)

I understand that all EMPG subrecipients are required to conduct or participate in an annual Integrated Preparedness Planning Workshop (IPPW).*:

Yes

At a minimum EMPG sub-recipients should maintain a local IPP that addresses the jurisdiction's compliance with EMPG training and exercise requirements.

Baseline Requirement #8 - WebEOC

I understand that my awarded agency will be required to utilize WebEOC during incidents, events and related WebEOC trainings.*: **Yes**

Baseline Requirement #9 - THIRA

Threat and Hazard Identification and Risk Assessments (THIRA)

I understand that all EMPG sub-recipients are required to participate in the development or maintenance of state or regional THIRA at a minimum of at least once every three (3) years.*:

Yes

Participation in THIRA development may include serving as a member of regional working groups, interacting with state or regional THIRA planners, and/or answering THIRA data call queries.

Baseline Requirement #10 - Alert Warning System

FEMA Integrated Public Alert and Warning System (IPAWS).

I understand that when applying EMPG funding to exercises, grant subrecipients shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS).*: **Yes**

This Form Completed By:

Della	**Admin Coord**	**573-554-7907**
Name	Title	Phone
dluster@boonemo.gov		**08/08/2024**
E-mail		Date Completed

Mission Statement

Mission Statement

Agency Name*: **Boone County Office of Emergency Manage**

Please enter the Agency's Mission Statement. If the Agency does not have a Mission Statement, please work with City/County officials to create one that aligns with the Agency's goals and values.

Mission Statement*:

Our mission is to deliver a comprehensive and integrated emergency management system that coordinates community, governmental, and private-sector resources to safeguard lives, protect property, and preserve the environment. We achieve this through sustained efforts in mitigation, preparedness, response, and recovery from all natural and human-caused hazards that may impact Boone County.

Please enter the Purpose of the Agency.

Subrecipient Purpose*:

The purpose of Emergency Management is to ensure that our community is prepared, responsive, and resilient in the face of a wide range of emergencies and disasters. We maintain continuous communication with first responders, state agencies, and local stakeholders; allocate and manage resources during disasters; disseminate timely public alerts; and coordinate comprehensive recovery operations.
Through close collaboration with local fire departments, law enforcement, public works, EMS, and other partners, we develop and implement emergency plans tailored to the unique needs of our community. Our goal is to reduce the human, economic, and environmental impacts of emergencies, enabling faster recovery and minimizing long-term damage while safeguarding the health, safety, and well-being of all residents.

Inclusion Questionnaire

Does your work or mission involve (monetarily) supporting aliens, regardless of whether FEMA funds support such activities?*:	**No**
Does this grant request include an activity involving support to aliens?*:	**No**
Does your Agency have any diversity, equity, and inclusion practices?*:	**No**

Capitalization Level

Capitalization Level

Enter your agency's capitalization level. This is the dollar amount which qualifying expenditures are recorded as fixed assets for your City/County.

Capitalization Level*: **$1,000.00**

Budget

Personnel

Name	Position Title	Position Status	Employment Status	Total Annual Salary	% of Grant Funded Time	Total Salary Cost	Federal Amount	Match Portion Provided
Chris Kelley	Director	Existing	Full Time	$116,876.03	100.00	$116,876.03	$58,438.01	$58,438.02 $
Jacob Waller	Deputy Director	Existing	Full Time	$93,103.92	100.00	$93,103.92	$46,551.96	$46,551.96 $
							$135,971.83	$135,971.84

Name	Position Title	Position Status	Employment Status	Total Annual Salary	% of Grant Funded Time	Total Salary Cost	Federal Amount	Match Portion Provided
Della Luster	Administrative Coordinator	Existing	Full Time	$61,963.72	100.00	$61,963.72	$30,981.86	$30,981.86 $
							$135,971.83	$135,971.84

Personnel Justification

For each position, provide narrative justification.

If you request a new position or an increase for a current position, please explain why it is being requested and how has the agency paid for this expense in the past?

EMD-Plans, organizes, and directs the operations of the OEM program with local government, coordinates the OEM program with other programs of the county, supervises all personnel assigned to the program, meets with local, State, and FEMA officials to coordinate the OEM program.
Deputy Director-Assists the EMD in carrying out assigned administrative authority duties.
Admin Coordinator-Maintains calendars and appointments, maintains records for OEM functions, prepares and monitors all grant documents, budget, accounts payables for OEM, and coordinates and monitors siren maintenance.

Certification of Local Match

Certification of Local Match

Type of Match	Source Name	Match Amount
Hard	County of Boone	$135,971.84
		$135,971.84

Supplanting

Supplanting

I, as my agency's Authorized Official certify that any funds awarded through the Emergency Management Performance Grant (EMPG) shall be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purposes and goals of the grant.

Select box to certify understanding*:	**Yes**
Authorized Official Title*:	**Boone County Commissioner**
Authorized Official Name*:	**Kip Kendrick**
Authorized Official Phone #*:	**573-886-4307**
Authorized Official Email*:	**kkendrick@boonemo.gov**

Date Certified*: **11/06/2026**

Audit

Audit Details

Date last audit completed MM/DD/YYYY*:	**06/26/2026**
Dates covered by last audit MM/DD/YYYY-MM/DD/YYYY*:	**01/01/2025 - 12/31/2025**
Last audit performed by*:	**Rubin Brown LLP**
Phone number of auditor*:	**314-290-3300**
Date of next audit MM/DD/YYYY*:	**06/26/2027**
Dates to be covered by next audit MM/DD/YYYY-MM/DD/YYYY*:	**01/01/2026 - 12/31/2026**
Next audit will be performed by*:	**Rubin Brown LLP**

Audit Certification

We have exceeded the federal expenditure threshold of $750,000 in federal funds during agency's last fiscal year. We will have our Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.

Threshold Exceeded?*: **Yes**

Certified By:

Della **Luster** **Admin Coordinator**
First Name Last Name Title

2145 County Drive
Address

Columbia **Missouri** **65202**
City State Zip Code

573-554-7907 Ext. Cell Phone **dluster@boonemo.gov** **11/06/2026**
Telephone E-mail Address Date

Certified Application Assurance

Certified Application Assurance

To the best of my knowledge and belief, all data in this application is correct and the document has been duly authorized by the governing body of the agency. As the applicant agency, we attest to and will comply with the requirements of the FY 2026 Emergency Management Performance Grant.

I have read and am familiar with the following documents:

FY 2026 EMPG Program Manual
FY 2026 EMPG Notice of Funding Opportunity

I have provided copies of these documents to the Authorized Official and Project Director.

Your typed name as the applicant represents your acceptance of the requirements of this application.

Name*: **Della Luster**

Job Title*: **Administrative Coordinator**

Date*: **11/06/2026**

Required Attachments

Named Attachments

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Foreign National Certification	✓	**Foreign National Certification**	**CO 353-2026 FEMA Certification.pdf**	**pdf**	**137 KB**	**11/06/2026 03:59 PM**
Audit	✓	**Single Audit**	**2025_OMB_Circular_A-133 1.pdf**	**pdf**	**486 KB**	**11/06/2026 03:51 PM**
Inventory	✓	**Inventory**	**Inventory 2025.xls**	**xls**	**48 KB**	**11/06/2026 03:56 PM**
NIMS Ordinance or Resolution						
Employment Contract						

Other Attachments

Attachments

Do you have any attachments to add?*: **No**

Other Attachments

Description	File Name	Type	Size	Upload Date
	No files attached.			

56111 - FY26 Emergency Management Performance Grants

Funding Opportunity Details

Emergency Management Performance Grants (EMPG) Local

Final Application Deadline: Nov 26, 2026 4:00 PM

Status:	Posted
Posted Date:	Oct 26, 2026 9:22 AM
Award Amount Range:	Not Applicable
Project Dates:	07/01/2026 - 06/30/2027
Award Announcement Date:	
CFDA Number::	97.042

Program Officer:	Holly Otto
Phone:	(573) 526-9384 x
Email:	holly.otto@sema.dps.mo.gov

Description

Description

MISSOURI
FISCAL YEAR (FY) 2026
EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG)
PROGRAM MANUAL

ISSUED BY

State Emergency Management Agency (SEMA)

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

CFDA Number: 97.042
CFDA Title: Emergency Management Performance Grants (EMPG)

AUTHORIZING AUTHORITY FOR PROGRAM

National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.); Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); Earthquake Hazards Reduction Act of 1977 (42 U.S.C. 7701 et seq.); Reorganization Plan No. 3 of 1978 (5 U.S.C. App.); and, Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), Public Law 109-295, as amended, (6 U.S.C. § 762).

APPROPRIATION AUTHORITY FOR PROGRAM
The Consolidated Appropriations Act, 2016 (Public Law 114-113)

KEY DATES
Application Start Date: October 26, 2026
Application Submission Deadline: November 26, 2026, at 4:00 p.m.
Anticipated Award Date: December 31, 2026

Period of Performance FY 2026 EMPG program:
July 1, 2026, through June 30, 2027

FY26 MISSOURI EMPG PROGRAM MANUAL EXECUTIVE SUMMARY

Emergency Management Performance Grants (EMPG)
EMPG is a funding opportunity offered by the State Emergency Management Agency (SEMA). The purpose of the Missouri EMPG Program is to support a comprehensive, all-hazard emergency preparedness system by building and sustaining the core capabilities contained in the National Preparedness Goal.

Eligible Applicants
The following entities with an emergency management director/coordinator are eligible to apply under this solicitation:

Funding under this program is ultimately used by emergency management organizations at the local level of government. A local organization for emergency management is any organization established under RSMo Chapter 44 by any county or by any city, town, or village to perform local emergency management functions, including fire districts.

Applicants must apply for, update, or verify their Unique Entity Identifier and Employer ID Number (EIN) and update or verify their System for Award Management (SAM) Registration. Applicants for this award must maintain an active SAM registration with current information at all times while holding an active federal award or an application or plan under consideration by DHS/FEMA.

Baseline Requirements
There are eight (10) Baseline Requirements for participation in the 2026 Missouri EMPG Program. All EMPG recipients are required to:

- Designate a 24/7 Emergency Operations Center (EOC)
- Maintain a Local Emergency Operations Plan (LEOP)
- Implement the National Incident Management System (NIMS)
- Complete FEMA/SEMA training requirements
- Participate in at least two (2) annual exercises, one of which is operations-based
- Provide After Action Report (AAR) and Sign-in Sheets
- Maintain an annual Integrated Preparedness Plan (IPP)
- Register for WebEOC, utilize during incidents, events and training
- Participate in Threat and Hazard Identification and Risk Assessment (THIRA) updates

- IPAWS

Eligible Costs

2026 Missouri EMPG costs are limited to the following categories:

- Essential Emergency Management Personnel

Application Process

SEMA is making the 2026 Missouri EMPG application opportunity available through WebGrants, an online internet portal for electronic grants management. First-time users will need to register their organizations and obtain approval from SEMA before beginning the application process. Registration approval within WebGrants is not automatic and is subject to review and must be approved by the EMPG Program Manager. The WebGrants portal is open for registration at https://dpsgrants.dps.mo.gov. The application period is from October 26, 2026, to November 26, 2026, at 4:00 p.m. **No late applications will be accepted**.

Cost Share or Match

The Federal share of funds made available under the program shall not exceed 50 percent (50%) of the total budget. 42 U.S.C. § 5196(j). Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. SEMA administers EMPG Program cost matching requirements in accordance with 2 CFR 200.306. To meet matching requirements, the subrecipient's contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Match can be hard or in-kind. A hard match is funds provided by the local government for the EMA, while an in-kind match is donated goods or services. It should be noted that an in-kind match should not replace a hard match provided by the city or county for the purposes of running the EMA. An in-kind match is used specifically for goods or services that go above and beyond the approved funds. For example, in-kind (or soft match) can be used for items/projects that could not be funded through budgeted dollars. Items seen so far include a radio, repeater, computer and copier that could not be afforded under the approved local budget. The in-kind match will be reviewed at the time of application and is subject to the availability of funds provided through SEMA for local expenses.

Indirect Costs

Indirect costs are allowable only if the applicant has an approved indirect cost rate with the cognizant Federal agency. A copy of the approved rate (a fully executed agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application. Indirect costs will be evaluated as part of the application for Federal funds to determine if allowable and reasonable.

FY26 MISSOURI EMPG PROGRAM MANUAL

I. Funding Opportunity Description

Program Overview and Priorities

The purpose of the EMPG Program is to provide grants to assist State and local governments in preparing for all hazards, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. 5121 et seq.). Title VI of the *Stafford Act* authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists at all levels for all hazards.

Program Objectives

The 2026 EMPG Program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

The 2026 EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response and Recovery mission areas.

Examples of tangible outcomes from the EMPG Program include:

- Building and sustaining core capabilities
- Completion of the Threat and Hazard Identification and Risk Assessment (THIRA) process
- Strengthening governance integration
- Approved emergency plans
- Development and maintenance of multi-year Integrated Preparedness Plans (IPPs)
- Targeted training and verification of personnel capability
- Whole community approach to security and emergency management

II. Baseline Requirements

In order to meet the established program objectives, the Missouri EMPG Program has established ten (10) baseline requirements for all recipients of 2026 funding.

Baseline Requirement #1: Emergency Operations Center (EOC)

Recipients of 2026 EMPG funding are required to establish and designate a primary Emergency Operations Center (EOC) facility for their jurisdiction. The EOC must have availability 24/7, and the location and point of contact must be identified on the 2026 EMPG application.

Baseline Requirement #2: Local Emergency Operations Plan (LEOP)

Recipients of 2026 EMPG funding are required to update/review their Local Emergency Operations Plans (LEOP) every two (2) years and maintain verification documents identifying changes with SEMA. Jurisdictions are encouraged to work with their SEMA Regional Coordinator to establish LEOP objectives and annual updates/reviews. The date of the jurisdiction's last LEOP update/review and planned quarterly activities to meet this requirement must be identified on the 2026 EMPG application.

Baseline Requirement #3: National Incident Management System (NIMS)

Recipients of 2026 EMPG funding are required to implement and strive for compliance with the National Incident Management System (NIMS). Jurisdictions must assess their NIMS compliance through the 2026 EMPG application and identify quarterly activities to mitigate any non-compliance. In

addition, each agency must provide its city/county ordinance or resolution stating that the municipality uses the National Incident Management System as the incident management structure for responding to disasters.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment and/or supplies) to meet incident needs. Utilization of standardized resource management concepts such as typing, inventorying, and cataloging promotes a strong national mutual aid capability needed to support delivery of core capabilities.
Recipients of FY 2026 EMPG funds are required to participate in the statewide Kind & Typing initiative to include development of a deployable assets list that supports the Kind & Typing initiative.

Baseline Requirement #4: Training Requirements
Recipients of 2026 EMPG funding are required to ensure that all EMPG-funded personnel complete the following FEMA training courses within twelve (12) months of hire and record proof of completion IS 100, IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, IS 244, IS 700 and IS 800.

Additionally, all EMPG-funded exercise officers and management personnel involved in the design and evaluation of exercises must complete L-146 HSEEP within 24 months of hire and record proof of completion. If any required EMPG training has not yet been completed, jurisdictions must identify planned quarterly activity to meet the requirement on the 2026 EMPG application.

A SEMA Information Bulletin released in 2021 added several courses that personnel working in the EOC must take. EMPG-funded personnel shall take the courses defined under Category Four (4), including G191, IS2200, and G/E/K 2300. These courses shall be completed within 24 months of hire. For those hired under the previous Information Bulletin, the courses will be grandfathered, and the additional IS 2200 and G/E 2300 will not be required. Those hired in 2021 or after, will take the additional training listed in the Information Bulletin.

Baseline Requirement #5: Exercise Requirements
Recipients of 2026 EMPG funding are required to ensure that all EMPG-funded personnel actively participate in two (2) exercises during a twelve-month period. For the purpose of the grant, exercises shall be completed during the performance period of July 1, 2026, through June 30, 2027.

The State requires that all EMPG-funded personnel must participate in no less than two exercises per grant year. One must be an operations-based exercise (drill, functional, full-scale) while the other may be a discussion-based exercise (seminar, workshop, table-top, game). Jurisdictions must identify planned quarterly activities to meet these requirements on the 2026 EMPG application. It should be noted that the Statewide Severe Weather Drill and the Great Shakeout are no longer accepted as an exercise for the purpose of this grant. In addition, real-world incidents and disasters do not count as an exercise.

Baseline Requirement #6: After Action Report (AAR) and Sign-in Sheets
Recipients of 2026 EMPG funding are required to provide After Action Reports (AAR) and Sign-in sheets to the SEMA Training and Exercise Department at SEMATraining-Exercise@sema.dps.mo.gov within ninety (90) days of the training or exercise.

Baseline Requirement #7: Integrated Preparedness Planning Workshop (IPPW)

Recipients of 2026 EMPG funding are required to conduct or participate in an annual Integrated Preparedness Planning Workshop (IPPW). At a minimum, jurisdictions should maintain a local Integrated Preparedness Plan (IPP) that addresses compliance with EMPG training and exercise requirements.

Baseline Requirement #8: WebEOC
Recipients of 2026 EMPG funding are required to register for WebEOC and attend related trainings. We strongly encourage the use of WebEOC during incidents, events, and related training.

Baseline Requirement #9: Threat and Hazard Identification and Risk Assessment (THIRA)
Recipients of 2026 EMPG funding are required to participate in the development and/or maintenance of the state Threat and Hazard Identification and Risk Assessments (THIRA) through the Whole Community worksheet every three years. Participation in THIRA development may include serving as a member of regional working groups, interacting with state or regional THIRA planners, completing the Whole Community worksheet for your jurisdiction and/or answering THIRA data call queries.

Baseline Requirement #10: IPAWS
When applying EMPG funding to exercises, grant recipients shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS).

III. Equipment Inventory

Equipment Inventory Form
EMPG applicants are required to submit an inventory of equipment they have purchased with EMPG funding at the time of application on each even-numbered calendar year (2026, 2028, etc.).

In addition, with the purchase of Salamander Live for the State, each EMPG jurisdiction is required to enter its deployable resources into the inventory management system to comply with the FY26 application. It is the responsibility of the subrecipients to maintain an updated inventory of equipment in WebGrants and deployable resources in Salamander for items purchased with EMPG funds.

IV. Funding Information

Funding Priorities
The Missouri EMPG Program has established one (1) funding priority for 2026. Eligible funding is limited to costs to support essential emergency management personnel. Local agency funding is dependent on overall grant funding. Should requests exceed available funding, the priorities below could be reduced.

Essential Emergency Management Personnel
Missouri EMPG funding is available to support essential emergency management personnel. Eligible costs include salary and contractual support. All costs must be itemized and justified in the 2026 EMPG application. If an agency wishes to add a position to the grant, it must fit within the following positions:

- Emergency Management Director
- Assistant (Deputy) Emergency Management Director
- Emergency Management Administrative Assistant

All new positions funded by the grant must be approved before the position is hired, as there is no guarantee of grant funds to support new positions.

With limited EMPG funding to support Missouri's local Emergency Management Agencies, grandfathered positions will see a 25% reduction over four (4) years until each grandfathered position is no longer funded by EMPG. EMPG will, from this point forward, be limited to the Director, Assistant (Deputy) Director, and Administrative Assistant. For FY 2026, grandfathered positions will be reduced by 75%.

Unallowable Costs as determined by FEMA

- The purchase of firearms, ammunition, grenade launchers, bayonets, weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Expenditures for weapons systems and ammunition;
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties;
- Costs that supplant traditional public safety positions and responsibilities;
- Activities and projects unrelated to the completion and implementation of the EMPG Program; or
- Clothing used for everyday wear by emergency management employees or other personnel.
- Response activities

Subrecipients should consult with their Grant Specialist prior to making any investment that does not clearly meet the allowable criteria established in this Program Manual. In addition, costs charged to this award must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E.

V. Application Review Information and Selection Process

Application Review Information

Submitted applications will undergo complete administrative review. SEMA will be responsible for reviewing the 2026 EMPG Statements of Work and Budgets to assess their emergency management sustainment and enhancement efforts as well as the linkage to the core capabilities identified in the National Preparedness Goal. Applications will be evaluated for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed Work Plan. There is no guarantee of funding for this grant.

Application Selection Process

All 2026 EMPG Statements of Work and Budgets will require final approval by SEMA senior leadership. Subrecipients will be notified by their EMPG Grants Specialist should any component of the EMPG Program application require additional information. All applicants will have a risk assessment completed to determine financial stability, the quality of management systems and the ability to meet management standards, the history of performance in managing federal awards, reports and findings from audits, and the ability to effectively implement statutory, regulatory, or other requirements.

VI. Post-Award Guidelines

Notice of Award

Upon approval of an application, the award will be made in the form of a grant. Notification of award approval is made through the WebGrants system via an automatic e-mail to the recipient point of contact listed in the initial application. Once an award has been approved and recorded in the system, a notice is sent to the authorized grant official with directions for accepting award documents. The authorized grant official should carefully read the award package for instructions on administering the grant and to learn more about the terms and conditions associated with responsibilities under Federal awards.

Acceptance of Award

Subrecipients must accept their grant awards no later than 45 days from the date of notification of award. All successful applicants for EMPG grants and cooperative agreements must comply with the DHS Standard Administrative Terms and Conditions. The subrecipient shall notify the awarding agency of its intent to accept and proceed with work under the award or provide a written notice of intent to decline. Funds will remain on hold until the subrecipient accepts the award through official correspondence (e.g., signed original award), and all other conditions of award have been satisfied, or the award is otherwise rescinded.

Failure to accept the grant award within 45 days from the date of notification may result in the loss of funds.

Administrative and Federal Financial Requirements

Subrecipients are obligated to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and fund drawdowns may be withheld if these reports are delinquent.

Claims are submitted electronically in WebGrants in the "Claims" component. Claims must be submitted by the following dates:

- **1st Quarter (July 1 through September 30) due January 15, 2027**
- **2nd Quarter (October 1 through December 31) due January 15, 2027**
- **3rd Quarter (January 1 through March 31, 2027) due by April 15, 2027**
- **4th Quarter (April 1 through June 30, 2027) due by July 30, 2027**

The EMPG grant is a reimbursement grant. Any approved expenditure must be made within the contract period. Subrecipients must incur an allowable expense, make payment, and **seek reimbursement** within **six months of the invoice date.** Invoices dated more than six months ago **will not** be reimbursed.

Quarterly Status Reports

EMPG Status Reports must be submitted to the EMPG Grants Specialist on a quarterly basis through the WebGrants system. The Quarterly Status Reports must be based on the approved EMPG Statement of Work and are due no later than:

- **1st Quarter (July 1 through September 30) due January 15, 2027**
- **2nd Quarter (October 1 through December 31) due January 15, 2027**
- **3rd Quarter (January 1 through March 31, 2027) due by April 15, 2027**
- **4th Quarter (April 1 through June 30, 2027) due by July 30, 2027**

EMPG subrecipients are required to report quarterly on progress towards completing activities and projects approved in the Statement of Work as well as progress made towards implementing 2026 EMPG Baseline Requirements.

Subaward Adjustments

Subaward adjustments may be submitted from the anticipated funding date through May 3, 2027. No changes to the budget will be accepted after this deadline. In addition, subaward adjustments must be approved before funds are obligated for the requested change. A subaward adjustment cannot go back and pay for items that have already been purchased.

Monitoring

Subrecipients will be monitored annually and/or as needed by SEMA staff, both programmatically and financially, to ensure that the activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are met. Monitoring may be accomplished through desk-based reviews, on-site monitoring visits or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each Federal assistance award and will identify areas where technical assistance, corrective actions and other support may be needed. Monitoring is selected through a Risk Assessment that includes past audits, performance and the financial and programmatic aspects of subrecipients.

Grant Close-Out Process

Within 45 days after the end of the period of performance, or after an amendment has been issued to close out a grant, whichever comes first, subrecipients must submit a final status report detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. This report will assess the effectiveness of the grant funds for each subrecipient, as well as for the State as a whole. After these reports have been reviewed and approved by SEMA, a closeout notice will be completed to finalize the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated and address the requirement of maintaining the grant records for five (5) years from the date of closing out.

VII. Contact Information

SEMA will manage, administer, and conduct application budget reviews; create the award package; approve, amend, and close out awards; and conduct cash analysis, financial monitoring, and audit resolution for the EMPG Program. SEMA also provides technical assistance to EMPG Program subrecipients.

For more information, please contact:

- Krystal Barnes, EMPG Grants Specialist: Krystal.Barnes@sema.dps.mo.gov or (573) 526-9256

window.print();

CERTIFIED COPY OF ORDER

S62-2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 a Contract Amendment to contract C000788 for Public Safety Childcare Facility with the Boone County Sheriff's Office. The terms of the contract amendment are set out in the attached contract amendment, and the Presiding Commissioner is authorized to sign the same.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing

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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: December 19, 2025
RE: Amendment #3 to Contract *C000788 – Public Safety Childcare Facility*

Inter-agency agreement *C000788 – Public Safety Childcare Facility* was approved by commission with the Boone County Sheriff's Office obligating the ARPA funds for the Public Safety Childcare Facility on November 26, 2024, commission order #569-2024.

Amendment #3 increases funding for a new total not to exceed Three Hundred Sixty-Seven Thousand Two Hundred Forty-Six Dollars and Sixty-Nine Cents ($367,246.69).

This is for department 2983 – American Rescue Plan Act, account 83810 – Interfund Services Used.

cc: Contract File

Melinda Bobbitt

From:	CJ Dykhouse
Sent:	Thursday, November 5, 2026 7:22 AM
To:	Melinda Bobbitt
Subject:	RE: ARPA contract amendment #3 - PRIVILEGED
Attachments:	Childcare facility Amendment Number Three (10-15-2026).docx

Melinda – good morning.

Yesterday Kip mentioned he wanted this to be scheduled for a first and second reading at the same meeting whenever we get it ready for a Commission agenda. Just FYI. Thanks.

CJ

From: CJ Dykhouse
Sent: Tuesday, November 3, 2026 2:43 PM
To: Melinda Bobbitt <MBobbitt@boonemo.gov>
Cc: Kip Kendrick <KKendrick@boonemo.gov>
Subject: ARPA contract amendment #3 - PRIVILEGED

Melinda,

Good afternoon.

Would you please help me route the attached Contract Amendment #3 via Docusign? It will need to be routed to me, Jake in the Auditor's office, and Dwayne before it gets placed on a Commission agenda for first reading. I'm happy to collaborate with you on a transmittal memo if you'd like.

Please line me out on next steps and thank you, Melinda!

CJ

CJ Dykhouse
County Counselor
Boone County, Missouri
801 E. Walnut, Ste. 211
Columbia, Missouri 65201
573-886-4414

PRIVILEGED AND CONFIDENTIAL

Docusign Envelope ID: C9319A96-768C-850A-8330-16D37EBD4E9A

Commission Order #: 562-2026 Date: 11.12.2026

CONTRACT AMENDMENT NUMBER THREE
Boone County Childcare Facility

The Agreement, Boone County Contract **C000788** dated November 26, 2024 made by and between Boone County, Missouri, by and through its County Commission, and Boone County Sheriff, Dwayne Carey, approved in Commission Order 569-2024, amended by Contract Amendment Number One in Commission Order 540-2025, and amended by Contract Amendment Number Two in Commission Order 661-2025, for and in consideration of the performance of the respective obligations of the parties set forth herein, is further amended as follows:

1. INCREASE funding for a new total not to exceed of Three Hundred Sixty-Seven Thousand Two Hundred Forty-Six Dollars and Sixty-Nine Cents ($367,246.69).

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.

BOONE COUNTY SHERIFF

Signed by: Dwayne Carey FECE622DF58B4C4...

By _____
Dwayne Carey, Sheriff

BOONE COUNTY, MISSOURI
By: Boone County Commission

Signed by: kip kendrick 2B83ECDD7F6E4A6...

_____
Kip, Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by: 7D71DEAEB9D74DD...

_____
CJ Dykhouse, County Counselor

ATTEST:

Signed by: Brianna L. Lennon 242B827B32F14BF...

_____
Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by: Kyle Rieman by F 8C24BD84EE7A483...	11/8/2026	2983-83810 / $367,246.69
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

563 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 20 26

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the attached report documenting the contracts and contract amendments approved by the Purchasing Director as the County's Purchasing Agent (as designated in Commission Order 114-2022) during the 3rd quarter of fiscal year 2026.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing

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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: November 2, 2026
RE: Contracts and Amendments Signed by Purchasing Director for 3rd quarter of fiscal year 2026

Attached is the list of contracts and amendments that were awarded and signed by the Purchasing Director for the 3rd quarter of fiscal year 2026.

The *Notice of Awards* that explains the justification for award is posted on our web page under the Purchasing Department. The *Bid Tabulation* listing the Bidders/Offerors with pricing is also posted there. These contract documents have been added to the Boone County Clerk bid file.

att: List of Contracts/Amendments

Contracts and Amendments Signed by Purchasing Director
July, August, September 2026

CONTRACTS

Bid # / Contract #	Description	Vendor	Award Amount
28-17JUN26 (C001161)	Shop Fluids	Ed Miller Auto Supply, Inc.	Term & Supply
28-17JUN26 (C001159)	Shop Fluids	Rush Truck Centers of Missouri, Inc.	Term & Supply
28-17JUN26 (C001160)	Shop Fluids	MFA Oil Company	Term & Supply
28-17JUN26 (C001158)	Shop Fluids	Safety-Kleen Systems, Inc.	Term & Supply
26-08JUL26 (C001162)	Street Sweeping Services	SCA of MO, LLC	Term & Supply
33-04AUG26 (C001169)	Pre-Printed Envelopes for the Boone County Collector	Cenveo Worldwide Limited	$15,091.00
34-03SEP26 (C001175)	On-The-Lot 2023 or Newer Used Truck for Facilities Management	Bob McCosh Chevrolet Buick GMC Cadillac, Inc.	$45,999.00
31-25AUG26	Fire Alarm and Suppression System Inspection, Testing, and Repairs	Johnson Controls Fire Protection LP	Term & Supply

AMENDMENTS

Amendment/Bid #	Description	Vendor	Amendment Amount	Description
Amendment #3 to 44-02DEC21	Radio System Materials and Supplies	Talley Inc.	Term & Supply	Adds Viavi equipment with a 15% discount. Clarifies that even if Talley adds Terms & Conditions to their quote, the Terms of the original agreement apply.
Amendment #2 to 10-28MAY25 (C001026)	Elevator Upgrades and Modernizations at the Boone County Government Center	Atta Elevators St. Louis Inc.	0.00	Extends contract through 12/31/26

Contracts and Amendments Signed by Purchasing Director
July, August, September 2026

Amendment #2 to 08-08MAR23 (C000624)	Generator Inspection Services	Central Power System & Services, LLC	Term & Supply	Add three generators to the quarterly inspections

CERTIFIED COPY OF ORDER

564 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20 26

November Session of the October Adjourned

In the County Commission of said county, on the 12th day of November 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 list detailing the vehicle disposal for the Boone County Sheriff's Office.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

Commission Order #: _____

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

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

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

DATE: November 4, 2026

RE: Approval of Vehicle Surplus Disposal

Following is a Sheriff's Office vehicle that has been totaled in a crash. Chad Martin, Technology Resource Manager for the Sheriff's Office requests approval for disposal so the title can be turned over to MOPERM.

Year	Description	Approximate Mileage	VIN #	Condition
2022	Ford Police Interceptor Utility	99,906	1FM5K8AB3NGC06891 (County Asset 25345)	Totaled by insurance carrier.

cc: Disposal File;
Gary German, Leasa Quick, Chad Martin, Sheriff;
Robert Sapp, Road & Bridge
Travis Fast, HR
Jacob Flowers, Auditor

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 10/29/2026 Fixed Asset Tag Number: 25345

Description of Asset: 2022 Ford Police Interceptor Utility

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

Other Information (Serial number, etc.): VIN/1FM5K8AB3NGC06891, 99,906 miles

RECEIVED
OCT 30 2026
BOONE COUNTY AUDITOR

Condition of Asset: Totaled in crash Reason for Disposition: Totaled in crash

Location of Asset: Road & Bridge

Was asset purchased with grant funding? ☐YES ☒NO

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

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

Dept Number & Name: Sheriff -1251 Signature _____

To be Completed by: AUDITOR

Original Acquisition Date 12/05/22 G/L Account for Proceeds 2900-3946 JF

Original Acquisition Amount 36,838.00

Original Funding Source 2787

Account Group 1605

To be Completed by: PURCHASING

Approved Disposal Method:

Sale: ☐ Auction ☐ Gov Deals ☐ Trade-In – Contract#_____

☐ Electronic Recycling ☐ Metal Recycling ☐ Trash

☐ Vendor Warranty Replacement ☐ Other – Explain_____

☐ Transfer Office Number_____ Location_____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Commission Order Number 564-2026

Date Approved 11-12-2026

Signature _____

"S:\all\AUDITOR\Accounting Forms\Fixed Asset Disposal 2026.docx"
Revised May 2026

CERTIFIED COPY OF ORDER

SGS-2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 a Contract Amendment to Contract C000909 (20-26JUN24) with the University of Missouri (on behalf of the Department of Psychiatry) for Child Trauma Initiative of Boone County. The terms of the contract amendment are set out in the attached contract amendment, and the Presiding Commissioner is authorized to sign the same.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing

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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 23, 2026
RE: Amendment #1 to contract *C000909 (20-26JUN24) – Child Trauma Initiative of Boone County* with The Curators of the University of Missouri (on behalf of the Department of Psychiatry)

Attached for signature is contract amendment #1 to contract C000909 *(20-26JUN24) – Child Trauma Initiative of Boone County* with The Curators of the University of Missouri (on behalf of the Department of Psychiatry.

The Community Services Department requests approval of the contract amendment to increase the contract with The Curators of the University of Missouri, on behalf of the Department of Psychiatry, for the Child Trauma Initiative of Boone County (CTI) by $23,000. The maximum billable amount will increase from $124,999.96 to $147,999.96 through December 31, 2026.

CTI is delivering more units of service than originally contracted and is operating at a deficit. The additional funding will allow the program to bill for additional therapeutic services provided to children, youth, and families through December 31, 2026.
The MU Department of Psychiatry also holds a contract with the Children's Services Fund for the Boone County Early Childhood Coalition (BCECC). The organization anticipates $23,000 in unused funding under the BCECC contract due to additional grant funding that will transition staff time away from that contract. The Boone County Children's Services Board approved the request to reduce the maximum billable amount under the BCECC contract by $23,000, from $231,136.66 to $208,136.66. The corresponding reduction will make the funding available to support additional services through CTI.

This amendment will encumber an additional $23,000 from Department 2162 – CSF Program Funding, Account 71106 - Contracted Services, for services delivered through December 31, 2026. The current fund balance is $67,827.64. Although this amendment increases the amount encumbered for CTI, the corresponding reduction to BCECC means the total amount expected to be utilized across the two contracts will not increase.

cc: Contract File

10/23/26

RQST DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

1006	Curators of the University of MO	20-26JUN24
VNDR #	VENDOR NAME	BID #

Ship to Dept #: **Bill to Dept #:**

Dept	Account	Item Description	Qty	Unit Price	Amount
2162	71106	Family Therapy (15 minutes/family)	28	$15.58	$436.24
2162	71106	Individual Therapy - Child (15 minutes)	176	$15.58	$2,742.08
2162	71106	Medical Financial Assistance ($1.00)	19821.68	$1.00	$19,821.68
		ADD to PO 2025 000072			$0.00
					$0.00
		Child Trauma Initiative of Boone County			$0.00
		C000909			$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
		GRAND TOTAL:			23,000.00

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

PU

Prepared By

Auditor Approval

Docusign Envelope ID: 0E9E2DE6-8BF8-82EC-831F-145B493DE142

Commission Order #: 565-2026 Date: 11.12.2026

CONTRACT AMENDMENT NUMBER ONE
The Curators of the University of Missouri (on behalf of the Department of Psychiatry)
Child Trauma Initiative of Boone County (CTI-BC)

The Agreement, Boone County Contract **C000909 (County RFP #20-26JUN24)**, dated January 22, 2025 made by and between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board and **The Curators of the University of Missouri (on behalf of the Department of Psychiatry)** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD a funding increase for the following:

   28 units of Family Therapy at $15.58 per 15 minutes/family for a total not to exceed amount of $436.24.

   176 units of Individual Therapy – Child at $15.58 per 15 minutes for a total not to exceed amount of $2,742.08.

   19,821.68 units of Medical Financial Assistance at $1.00 per $1.00 for a total not to exceed amount of $19,821.68

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.

The Curators of the University of Missouri
(on behalf of the Department of Psychiatry)

Signed by: Hannah Brune
By: B9B5A8EC7FCE49E...
Signature

Hannah Brune, Authorized Signer
By:
Printed Name/Title

APPROVED AS TO FORM:

DocuSigned by:
7D71DEAEB9D74DD...
CJ Dykhouse, County Counselor

Boone County, Missouri
By: Boone County Commission

Signed by: Kip Kendrick
2B83ECDD7F6E4A6...
Kip Kendrick
Boone County Presiding Commissioner

By: Boone County Children's Services Board

DocuSigned by: Leigh Spence
450A59A8325D4B3...
Leigh Spence, Board Chair

ATTEST:

Signed by: Brianna L. Lennon
242B827B32F14BF...
Brianna L. Lennon, County Clerk

Docusign Envelope ID: 0E9E2DE6-8BF8-82EC-831F-145B493DE142

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.)

DocuSigned by:
Kyle Rieman
by JS
E3D6F2FD3CE04B1...

10/26/2026

2162/71106/$23.000)

Signature | Date | Appropriation Account

CERTIFIED COPY OF ORDER

566 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 a Contract Amendment to Contract C000908 (20-26JUN24) with the University of Missouri (on behalf of the Department of Psychiatry) for Boone County Early Childhood Coalition. The terms of the contract amendment are set out in the attached contract amendment, and the Presiding Commissioner is authorized to sign the same.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing

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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: October 23, 2026
RE: Amendment #1 to contract *C000908 (20-26JUN24) – Boone County Early Childhood Coalition* with The Curators of the University of Missouri (on behalf of the Department of Psychiatry)

Attached for signature is contract amendment #1 to contract C000908 *(20-26JUN24) – Boone County Early Childhood Coalition* with The Curators of the University of Missouri (on behalf of the Department of Psychiatry.

The Community Services Department requests approval of the contract amendment to reduce the amount available for billing under the Boone County Early Childhood Coalition (BCECC) contract by $23,000. The maximum billable amount will decrease from $231,136.66 to $208,136.66 through December 31, 2026.

The MU Department of Psychiatry has secured additional grant funding that will transition staff time away from the BCECC contract. As a result, the organization anticipates that $23,000 in contract funding will remain unused by December 31, 2026. The MU Department of Psychiatry also holds a contract with the Children's Services Fund for the Child Trauma Initiative of Boone County (CTI). CTI is operating at a deficit due to delivering more units of service than originally contracted and could bill for additional services if funding were available. The Boone County Children's Services Board approved the request to reduce the BCECC contract by $23,000 and increase the CTI contract by the same amount. This adjustment will allow available funding to support additional therapeutic services for children, youth, and families through CTI.

This amendment does not require additional appropriation from Department 2162 – CSF Program Funding, Account 71106 (Contracted Services).

cc: Contract File

Docusign Envelope ID: 59EEA6F0-5849-8121-80B7-3C65F3A8E27B

Commission Order #: 566-2026 Date: 11.12.2026

CONTRACT AMENDMENT NUMBER ONE
The Curators of the University of Missouri (on behalf of the Department of Psychiatry)
Boone County Early Childhood Coalition

The Agreement, Boone County Contract **C000908 (County RFP #20-26JUN24)**, dated January 21, 2025 made by and between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, on behalf of the Boone County Children's Services Board and **The Curators of the University of Missouri (on behalf of the Department of Psychiatry)** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Reduce the total maximum billable amount for the Boone County Early Childhood Coalition contract from $231,136.66 to $208,136.66.

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.

The Curators of the University of Missouri
(on behalf of the Department of Psychiatry)

Signed by: Melissa Old B9B5A8EC7FCE49E...
By: _____
Signature

Melissa Old, Compliance Manager
By: _____
Printed Name/Title

Boone County, Missouri
By: Boone County Commission

Signed by: kip kendrick 2B83ECDD7F6E4A6...
_____
Kip Kendrick
Boone County Presiding Commissioner

By: Boone County Children's Services Board

DocuSigned by: Leigh Spence 450A59A8325D4B3...
_____
Leigh Spence, Board Chair

APPROVED AS TO FORM:

DocuSigned by: 7D71DEAEB9D74DD...
_____
CJ Dykhouse, County Counselor

ATTEST:

Signed by: Brianna L. Lennon 242B827B32F14BF...
_____
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.)

DocuSigned by: Kyle Rieman by JS E3D6F2FD3CE04B1...
Signature

10/26/2026
Date

2162/71106/No Additional Appropriation)
Appropriation Account

CERTIFIED COPY OF ORDER

567-2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 Amendment #8 to Contract C000991 (15-20) with Communications International, Inc. for the purchase of L3Harris Software and Licensing with Network Equipment and Task Pass Key for the University of Missouri Police Department. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

ATTEST:

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

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin, CPPB, MBA
Senior Buyer

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

October 29, 2026

TO: Boone County Commission
FROM: Amy Gerskin, Senior Buyer
RE: Amendment #8 to Contract C000991 (15-20) – Telecommunications Maintenance and Related Services Two-Way Radio System

Purchasing requests approval for Amendment #8 to contract C000991 from cooperative contract 15-20 with Communications International, Inc. for Telecommunications Maintenance and Related Services for the County-wide Implementation of 800MHz Radios. Contract C000991 was approved by commission on 9/16/2025 via commission order 460-2025.

Amendment #8 adds the purchase of TMAA23-05 Task Pass Key (3) for Boone County Joint Communications as quoted in Communications International, Inc. quote QO0045457. This amendment also adds the purchase of L3 Harris Software and Licensing with Network Equipment and Integration Services for the University of Missouri Police Department as quoted in quote MPS15800615A. The total for this purchase is $75,763.37. Purchase Requisitions for these purchases are included.

Payments for this purchase will reference Department 2706 – BCJC Communications Radio Improvements, Accounts 23850 – Untagged Equipment and Tools and 84200 – Other Contracts.

Contract File cc: Contract File
Christie Davis, McKinna Gorden – Joint Communications

10/20/26
RQST DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

Commission Order #

16906
VNDR #

Communications International Inc
VENDOR NAME

15-20
BID #

Ship to Dept #: 2704

Bill to Dept #: 2704

Dept	Account	Item Description	Qty	Unit Price	Amount
2706	23850	Task pass key	3	$302.40	$907.20
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			GRAND TOTAL:		907.20

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By

Auditor Approval

10/19/26
RQST DATE

PURCHASE REQUISITION
BOONE COUNTY, MISSOURI

Commission Order #

16906
VNDR #

Communications International Inc
VENDOR NAME

15-20
BID #

Ship to Dept #: 2704

Bill to Dept #: 2704

Dept	Account	Item Description	Qty	Unit Price	Amount
2706	84200	MUPD CSSI	1	$74,856.17	$74,856.17
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				GRAND TOTAL:	74,856.17

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By

Auditor Approval

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 1
Quotation ID	QO0045457
Date	09/08/2026
Expiration date	09/27/2026
Terms	N30
Salesperson	Wayne Farro
E-mail	wfarro@ask4ci.com

Bill to

BOCO Joint Comm Radio Impvmnts
ECC Support Center
2177 E. County Dr.
COLUMBIA, MO 65202

Delivery address

BOCO Joint Comm Radio Impvmnts
ECC Support Center
2177 E. County Dr.
COLUMBIA, MO 65202

Boone County Commission

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
TMAA23-05	TASK PASS KEY	3.00	302.40	0%	302.40	907.20

Pre-tax Total $907.20

This quotation does not include tax
Applicable taxes will be calculated during invoicing

Not an Invoice – Do Not Pay

Order Acceptance - Please sign below.

Signature _____

Printed name _____

Date _____

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.
The prices set forth in this quotation are based on CI's supplier pricing and the laws and regulations in effect as of the date of this quotation and CI expressly reserves the right to change its pricing if CI's supplier pricing is increased or there occurs a Force Majure event or circumstance (as that term is defined in the attached terms and conditions governing this quotation).

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quote

Date:	6/15/2026
Valid Until	7/30/2026
Quote #:	MPS15800615A
Customer ID:	Boone Co

Boone County Joint Communications
Attn: Austin Barnett
Radio Technical Supervisor
2145 E County Drive
Columbia, MO65202

Quote/Project Description

CI is pleased to have the opportunity to provide this quotation to reconfigure network connectivity for the three (3) University of Missouri PSAP consoles over to the CSSI for integration into the Boone County P25 VIDA Core.
Please see the assumptions below for additional information.

Presented by:
Communications International Inc.

Item	QTY	Description	List Price	Customer Price
		1-0 CSSi PSAP 3 Console add - L3Harris Software & Licensing		**$ 60,000.00**
1	1	*LICENSE, ISSI GATEWAY TALKPATH (20 talkpaths)*	$ 50,000.00	$ 37,500.00
2	1	*LICENSE, CSSI 3RD PARTY CONSOLE (3 consoles)*	$ 30,000.00	$ 22,500.00
		1-1 Misc. Vendor Networking & Equipment		**$ 2,540.62**
3	1	*Misc. consumables and unforeseen needs while on site.*	$ 2,010.00	$ 2,010.00
4	1	*Transceiver/Media Converter - Fiber to Ethernet media converters (2 quoted).*	$ 530.62	$ 530.62
		2-0 CI Engineering & Integration Services		**$ 5,720.12**
5	1	*Engineering Services - Load CSSI talkpath and console licenses into Core. Configure Core. Configure and install networking equipment (media converter) at University of Missouri PSAP side. Switch console PSAP over to network connection to Boone Co P25 VIDA Core.*	$ 4,997.52	$ 4,997.52
6	1	*Project Management Services - Scheduling & Coordination, Invoicing, Closeout*	$ 722.60	$ 722.60
		2-1 Travel & Travel Expenses		**$ 6,595.43**
7	1	*Travel time, Airfare, Lodging, Vehicle Rental, & Per Diem - for 1 Engineer to/from Boone Co*	$ 6,595.43	$ 6,595.43
				$ 74,856.17

Special Notes and Instructions

***Proposal is based on information supplied at the time of quotation.**
***Pricing is based on equipment, material, and labor availability at the time of proposal submission.**
***Software and licensing required for Mindshare console P25 operation, if applicable, are not included in this proposal and are assumed to be provided by the County and/or its console vendor.**
***This proposal assumes an available Ethernet network connection for the Engineer to access the VIDA core, and that network connectivity between the University of Missouri PSAP and the VIDA core has been established and is available.**
***All required network transport and connectivity are assumed to be provided by the County.**

Total			$ 74,856.17

Quote subject to CI standard terms and conditions.
Submit Purchase Order to:
Communications International
2150 15th Ave
Vero Beach, FL 32960
www.ask4ci.com

Quote accepted:

Signature _____

Print Name _____

Company Confidential

QUOTE TERMS AND CONDITIONS:

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

1. Quotes are exclusive of all installation and programming charges unless expressly stated
2. Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
3. Ordered equipment may be returned for a full refund, less a 25% restocking fee, if the equipment is returned unused and undamaged in its original packaging within six months after shipment.
4. Prices quoted are valid for the duration as noted above.
5. Net 30 days after invoice
6. Manufacturer's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment. Communication International, Inc. DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. Communication International, Inc.'s TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, IN NO EVENT WILL COMMUNICATIONS INTERNATIONAL INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
8. These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.
9. The prices set forth in this Proposal are based on CI's supplier pricing and the laws and regulations in effect as of the date or this proposal. CI expressly reserves the right to adjust pricing if CI's supplier pricing increased or if there occurs a Force Majure event or circumstance. (As that term is defined in the above terms and conditions)

Docusign Envelope ID: 6D1E60FE-9627-86C5-8222-B1B44798CC92

Commission Order #: 567-2026 Date: 11/12/26

CONTRACT AMENDMENT NUMBER EIGHT
TELECOMMUNICATIONS MAINTENANCE AND RELATED SERVICES
TWO-WAY RADIO SYSTEM
800 MHz Radio Implementation and Other Implementation Services for Purchase of L3Harris Portable Radios

County contract #**C000991** awarded from cooperative contract **15-20** dated **September 16, 2025**, made by and between Boone County, Missouri and **Communications International, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the purchase of TMAA23-05 Task Pass Key (3) for Boone County Joint Communications as quoted in Communications International, Inc. quote QO0045457, and the purchase of L3 Harris Software and Licensing with Network Equipment and Integration Services for the University of Missouri Police Department as quoted in quote MPS15800615A, attached herein as Amendment Eight – Attachments 1 and 2 for a total of **$75,763.37.**

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

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

COMMUNICATIONS INTERNATIONAL INC.

DocuSigned by:
by Jeana Quintana
926DE012F801440...

title CEO/CFO

BOONE COUNTY, MISSOURI
by: Boone County Commission

Signed by:
Kip Kendrick
2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

ATTEST:

Signed by:
Brianna L. Lennon
242B827B32F14BF...

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.)

Signature	Date	Appropriation Account
DocuSigned by: Kyle Rieman by AN. 8E8FE1148A274E1...	10/29/2026	2706/23850 - $907.20 2706/84200 - $74,856.17

Docusign Envelope ID: 6D1E60FE-9627-86C5-8222-B1B44798CC92

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Communications International, Inc.
2150 15th Ave
VERO BEACH, FL 32960

Quotation

Page	1 of 1
Quotation ID	QO0045457
Date	09/08/2026
Expiration date	09/27/2026
Terms	N30
Salesperson	Wayne Farro
E-mail	wfarro@ask4ci.com

Bill to

BOCO Joint Comm Radio Impvmnts
ECC Support Center
2177 E. County Dr.
COLUMBIA, MO 65202

Delivery address

BOCO Joint Comm Radio Impvmnts
ECC Support Center
2177 E. County Dr.
COLUMBIA, MO 65202

Boone County Commission

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
TMAA23-05	TASK PASS KEY	3.00	302.40	0%	302.40	907.20

Pre-tax Total **$907.20**

This quotation does not include tax
Applicable taxes will be calculated during invoicing

Not an Invoice – Do Not Pay

Order Acceptance - Please sign below

Signature _____

Printed name _____

Date _____

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.
The prices set forth in this quotation are based on Ci's supplier pricing and the laws and regulations in effect as of the date of this quotation and Ci expressly reserves the right to change its pricing if Ci's supplier pricing is increased or there occurs a Force Majure event or circumstance (as that term is defined in the attached terms and conditions governing this quotation).

Docusign Envelope ID: 6D1E60FE-9627-86C5-8222-B1B44798CC92

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quote

Date:	6/15/2026
Valid Until	7/30/2026
Quote #:	MPS15800615A
Customer ID:	Boone Co

Customer:

Boone County Joint Communications
Attn: Austin Barnett
Radio Technical Supervisor
2145 E County Drive
Columbia, MO65202

Quote/Project Description

Ci is pleased to have the opportunity to provide this quotation to reconfigure network connectivity for the three (3) University of Missouri PSAP consoles over to the CSSI for integration into the Boone County P25 VIDA Core.
Please see the assumptions below for additional information.

Presented by:

Communications International Inc.

Item	QTY	Description	List Price	Customer Price
		1-0 CSSi PSAP 3 Console add - L3Harris Software & Licensing		**$ 60,000.00**
1	1	*LICENSE, ISSI GATEWAY TALKPATH (20 talkpaths)*	*$ 50,000.00*	*$ 37,500.00*
2	1	*LICENSE, CSSI 3RD PARTY CONSOLE (3 consoles)*	*$ 30,000.00*	*$ 22,500.00*
		1-1 Misc. Vendor Networking & Equipment		**$ 2,540.62**
3	1	*Misc. consumables and unforeseen needs while on site.*	*$ 2,010.00*	*$ 2,010.00*
4	1	*Transceiver/Media Converter - Fiber to Ethernet media converters (2 quoted).*	*$ 530.62*	*$ 530.62*
		2-0 Ci Engineering & Integration Services		**$ 5,720.12**
5	1	*Engineering Services - Load CSSI talkpath and console licenses into Core. Configure Core. Configure and install networking equipment (media converter) at University of Missouri PSAP side. Switch console PSAP over to network connection to Boone Co P25 VIDA Core.*	*$ 4,997.52*	*$ 4,997.52*
6	1	*Project Management Services - Scheduling & Coordination, Invoicing, Closeout*	*$ 722.60*	*$ 722.60*
		2-1 Travel & Travel Expenses		**$ 6,595.43**
7	1	*Travel time, Airfare, Lodging, Vehicle Rental, & Per Diem - for 1 Engineer to/from Boone Co*	*$ 6,595.43*	*$ 6,595.43*
				$ 74,856.17

Special Notes and Instructions

***Proposal is based on information supplied at the time of quotation.**
***Pricing is based on equipment, material, and labor availability at the time of proposal submission.**
***Software and licensing required for Mindshare console P25 operation, if applicable, are not included in this proposal and are assumed to be provided by the County and/or its console vendor.**
***This proposal assumes an available Ethernet network connection for the Engineer to access the VIDA core, and that network connectivity between the University of Missouri PSAP and the VIDA core has been established and is available.**
***All required network transport and connectivity are assumed to be provided by the County.**

Total	**$ 74,856.17**

Quote subject to Ci standard terms and conditions.
Submit Purchase Order to:
Communications International
2150 15th Ave
Vero Beach, FL 32960
www.ask4ci.com

Quote accepted:

Signature

Print Name

Company Confidential

Docusign Envelope ID: 6D1E60FE-9627-86C5-8222-B1B44798CC92

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

QUOTE TERMS AND CONDITIONS:

1. Quotes are exclusive of all installation and programming charges unless expressly stated
2. Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility.
3. Ordered equipment may be returned for a full refund, less a 25% restocking fee, if the equipment is returned unused and undamaged in its original packaging within six months after shipment.
4. Prices quoted are valid for the duration as noted above.
5. Net 30 days after invoice
6. Manufacturer's standard equipment warranty (which will be furnished upon request) applies to all ordered equipment. Communication International, Inc. DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. Communication International, Inc.'s TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, IN NO EVENT WILL COMMUNICATIONS INTERNATIONAL INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
8. These terms will prevail over any inconsistent or additional terms on any purchase order submitted by the purchaser.
9. The prices set forth in this Proposal are based on Ci's supplier pricing and the laws and regulations in effect as of the date or this proposal. CI expressly reserves the right to adjust pricing if Ci's supplier pricing increased or if there occurs a Force Majure event or circumstance. (As that term is defined in the above terms and conditions)

CERTIFIED COPY OF ORDER

568-2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20 26

November Session of the October Adjourned

In the County Commission of said county, on the 12th day of November 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 Right of Use Agreement with the Missouri Department of Natural Resources for placement of a gauging system on Burr Oak Road Bridge over Perche Creek.

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

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
~~District~~ II Commissioner

ATTEST:

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

RIGHT OF USE AGREEMENT

KNOW ALL MEN BY THESE PRESENT that on this 12 day of November, 2026 **Boone County, Missouri**, on behalf of its Department of Resource Management (hereinafter referred to as "County"), does hereby permit the **Missouri Department of Natural Resources Water Resources Center** (hereinafter referred to as "MoDNR") to enter upon the following described lands owned by Boone County, Missouri, and located on Perche Creek at the Burr Oak Road bridge, County of Boone, State of Missouri, and more particularly described as follows, to wit:

The waterway of Perche Creek located at the Burr Oak Road bridge #4870034, within the limits of Boone County.

This agreement is subject to the following conditions and stipulations:

1. This agreement is for the exclusive purpose of installing a gauging station on Perche Creek at the Burr Oak Road bridge and any further access necessary to monitor said gauging station. MoDNR will attach a NEMA enclosure box, antenna, solar panel, conduit, and radar sensor to the bridge as described in the attached Exhibit 'A'.

2. This agreement does not grant MoDNR or any of its officers, agents or employees the right to cut, break, excavate or damage Perche Creek or the bridge at Burr Oak Road without County consent.

3. MoDNR will be responsible for the costs of any future repairs, maintenance, removals or replacements which result from MoDNR's use under this right-of-use-agreement.

4. Prior to exercising its right granted herein, MoDNR shall present its construction plans or diagrams locating the proposed gauging station to the Boone County Department of Resource Management to ensure that the proposed plans will not interfere with any existing structure or waterway. MoDNR will relocate its gauging station if requested to do so by the Boone County Department of Resource Management or other County entity.

5. If the gauging system is no longer desireable, all rights herein granted shall cease and terminate and MoDNR shall have no further right of interest therein except that, upon abandonment, MoDNR remains responsible for all of MoDNR's facilities and structures left in place and any costs to remove them or store them or to otherwise clean up the easement.

6. If at any time during construction, repair, modification or relocation of the gauging system at the time this agreement is granted, it is necessary for the relocation of the gauging system, MoDNR shall relocate the gauging system at its own expense or MoDNR may immediately cancel this agreement by notice to the County at which time it shall remove its gauging system at its own cost.

7. To the extent allowed by law, MoDNR agrees by exercising its rights under this agreement that if the gauging system is damaged in any manner, whether negligently or intentionally by the construction, repair, modification or relocation of the gauging system, MoDNR will repair or replace the gauging system at its own cost and hold Boone County harmless for any of the costs associated with the repair or replacement or any other costs associated with the damage to the facilities, or MoDNR may immediately cancel this agreement by notice to the County at which time it shall remove its gauging system at its own cost.

8. MoDNR will be allowed to upgrade the data collection and communication equipment at the existing streamgage monitoring station located on the County's property, so long as such upgrade does not create a safety hazard or interfere or impact any County operations being conducted at this particular site.

9. The County will not unduly restrict or prevent MoDNR from accessing the stream monitoring station.

10. The County will not interfere or tamper with the stream monitoring station or equipment.

This agreement shall not be assigned and will remain in effect until canceled by either Boone County or the Missouri Department of Natural Resources, which shall be obligated to notify the other party in writing thirty (30) days in advance of the cancellation.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by its officers the day and year first written above.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: _____
(Signature)

Erin Fanning
(Name)

Program Director
(Title)

BOONE COUNTY, MISSOURI
(By and through its County Commission):

By: _____
Kip Kendrick, Presiding Commissioner

ATTEST

_____
Brianna L. Lennon, County Clerk

APPROVED AS TO LEGAL FORM

_____
Charles J. Dykhouse, County Counselor

EXHIBIT 'A'

MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Mike Kehoe
Governor

Kurt U. Schaefer
Director

May 18, 2026

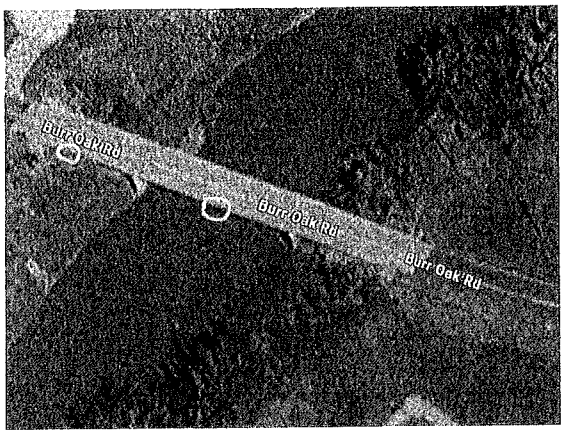
We are requesting permission to install a streamgage on the W Route K (Burr Oak Rd/Perche Ave) bridge (4870034) over Perche Creek near McBaine, MO in Boone Co. The purpose of the gaging station is to collect gage height data and compute daily discharges at the crossing. Attached is the layout map for the proposed streamflow-gaging station.

The datalogger will be housed in a 16" x 16" x 6" NEMA Type 12, 13 enclosure. This enclosure, along with the GOES antenna and solar panel, will be attached to the abutment on the southwest corner of the bridge. The antenna and solar panel will be attached to a two-inch pole. The pole will be secured to the enclosure by brackets. The enclosure will be mounted by drilling four holes (3/8" x 2") into the concrete and then secured using anchor bolts. The radar sensor will be attached at the mid-point of the bridge by drilling holes (3/8" x 2") into the concrete and installing anchor bolts. Conduit (PVC or flexible tubing) will be installed from the radar sensor to the enclosure to house the radar wiring (below the top level of the concrete barrier). The conduit will be secured every five or ten feet by clamps using one-inch masonry screws.

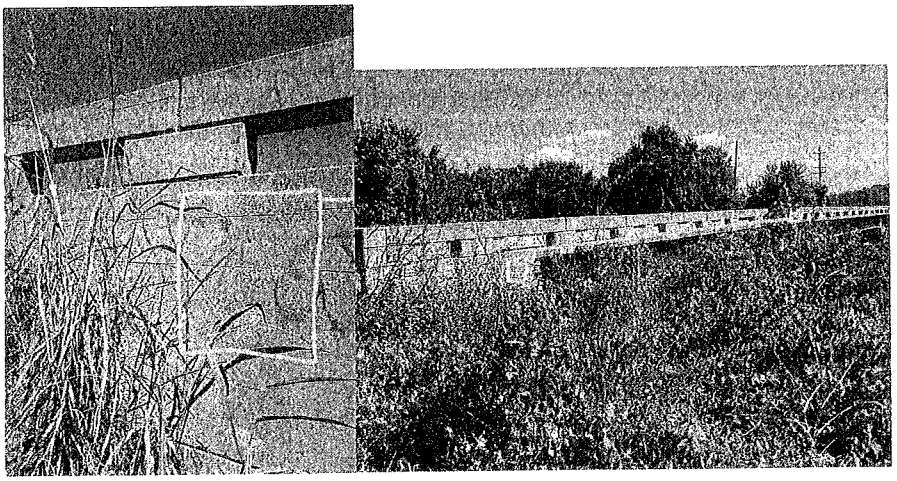
As always, we appreciate your consideration of this request. If you have any questions, please call me at (573) 522-4274.

Thank You

Andrew Schiller
MoHIC Streamgage Project Manager
Missouri Department of Natural Resources
Water Resources Center
1101 Riverside Dr
Jefferson City, MO 65101
Office: (573) 522-4274
Andrew.Schiller@dnr.mo.gov



The two areas circled in yellow indicate the proposed location of the enclosure and radar sensor.



The above image shows the proposed installation site of the enclosure and radar sensor. The enclosure would be mounted at the near end of the bridge. The radar would be mounted above the road surface level, over the deepest part of the channel.

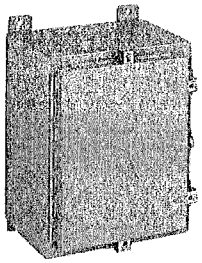
Geo-Satellite Antenna – 1.75 lbs

NEMA Type 12, 13 enclosure – 26 lbs

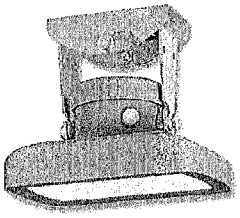
OTT RLS (Radar Level Sensor) – 4.63 lbs

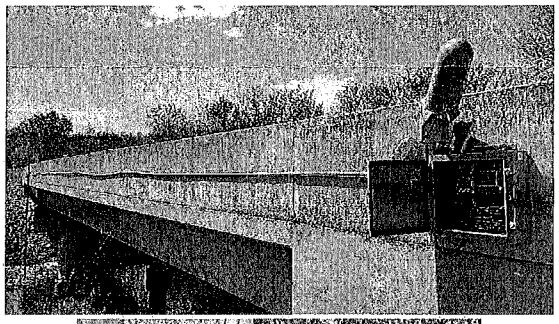
SatLink3 – ~2 lbs

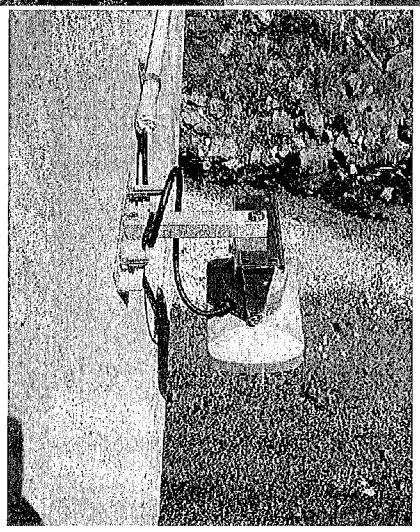
Solar panel – ~3 lbs











CERTIFIED COPY OF ORDER

569 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20 26

November Session of the October Adjourned

In the County Commission of said county, on the 12th day of November 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 Permanent Stormwater BMP Security Extension Agreement No. 4 for the $31,496.25 Irrevocable Letter of Credit between Boone County and D & D Investments of Columbia, LLC. for Willow Creek Plat 1. Terms of the agreement are stipulated in the attached Extension Agreement No. 4. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

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

JESSE STEPHENS, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

To: Boone County Commission
From: Nicki Rinehart, Stormwater Coordinator
Subject: ACCEPTANCE OF EXTENSION AGREEMENT NO. 4 OF STORMWATER SECURITY AGREEMENT AND PERMANENT STORMWAER BMP IRREVOCABLE LETTER OF CREDIT FOR WILLOW CREEK PLAT 1
Date: 2 November, 2026

The purpose of this memo is to request the acceptance of Extension Agreement No. 4 of the Stormwater Security Agreement and Permanent Stormwater BMP Irrevocable Letter of Credit for Willow Creek Plat 1.

The Irrevocable Letter of Credit was issued by First State Community Bank in the amount of $31,496.25. Said Irrevocable Letter of Credit was issued on behalf D & D Investments of Columbia for construction of one (1) bioretention cell to meet the stormwater design requirements per County regulations and to be constructed as part of the subdivision development infrastructure.

Bioretention cells utilize a special soil media mix to filter pollutants out of stormwater runoff and are susceptible to clogging inf contaminated by silt runoff during the home construction phase of subdivision development. If contaminated, the mulch and soil media must be removed and replaced. Bioretention cells have a much better survival rate if constructed after adjacent and immediate upstream home lots have been stabilized.

The letter of credit amount is based on the contractor quote of $20,997.50 x 150%.

PERMAENT STORMAWTER MANAGEMENT BMP SECURITY AGREEMENT

EXTENSION AGREEMENT NO. 4

$31,496.25 IRREVOCABLE LETTER OF CREDIT – WILLOW CREEK PLAT 1

THIS AGREEMENT, effective **November 1, 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 **D & D Investments of Columbia LLC**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision, Willow Creek Plat 1**, herein "Project"; and

WHEREAS, **First State Community Bank**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **June 16, 2022**, in the amount of **$31,496.25**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2026**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2027**.

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

1. Commission Order **#281-2022** and the Permanent Stormwater Management BMP Security Agreement dated **June 7, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **$31,496.25**, with an expiration date of **November 1, 2023**, is attached hereto and incorporated herein by reference.
2. Commission Order **#478-2023** and the Extension Agreement No. 1 dated **November 1, 2023**, approving extension of the Letter of Credit to **November 1, 2024**, is attached hereto and incorporated herein by reference.
3. Commission Order **#486-2024** and the Extension Agreement No. 2 dated **November 1, 2024**, approving extension of the Letter of Credit to **November 1, 2025**, is attached hereto and incorporated herein by reference.
4. Commission Order **#649-2025** and the Extension Agreement No. 3 dated **November 1, 2025**, approving extension of the Letter of Credit to **November 1, 2026**, is attached hereto and incorporated herein by reference.
5. The parties mutually agree to extend the **November 1, 2022** Letter of Credit such that the new expiration date will be **November 1, 2027**.
6. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **June 7, 2022**, and attachments thereto shall remain unchanged and in full effect.
7. 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.

BANK:

First State Community Bank

By: _____

Printed Name: John Findley

Title: Exective Vice President

DEVELOPER/OWNER:

D & D Investments of Columbia LLC

By: _____

Printed Name: Daniel M. Burks

Title: Manager

BOONE COUNTY:

County Commission:

By: _____
Kip Kendrick, Presiding Commissioner

Attest:

Brianna L Lennon SEO
Brianna L. Lennon, County Clerk

County Treasurer:

_____
Jenna Redel, County Treasurer

Approved By:

_____
Jesse Stephens, Director Boone County Resource Management

Approved as to legal form:

_____
Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

649 -2025

STATE OF MISSOURI } ea.
County of Boone

December Session of the October Adjourned **Term. 2025**

In the County Commission of said county, on the 23rd **day of** December **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 Permanent Stormwater BMP Security Extension Agreement No. 3 for the $31,496.25 Irrevocable Letter of Credit between Boone County and D & D Investments of Columbia, LLC. for Willow Creek Plat 1. Terms of the agreement are stipulated in the attached Extension Agreement No. 3. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 23rd day of December 2025.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

PERMAENT STORMAWTER MANAGEMENT BMP SECURITY AGREEMENT

EXTENSION AGREEMENT NO. 3

$31,496.25 IRREVOCABLE LETTER OF CREDIT – WILLOW CREEK PLAT 1

THIS AGREEMENT, effective **November 1, 2025**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and **D & D Investments of Columbia LLC**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision, Willow Creek Plat 1**, herein "Project"; and

WHEREAS, **First State Community Bank**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **June 16, 2022**, in the amount of **$31,496.25**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2025**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2026**.

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

1. Commission Order **#281-2022** and the Permanent Stormwater Management BMP Security Agreement dated **June 7, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **$31,496.25**, with an expiration date of **November 1, 2023**, is attached hereto and incorporated herein by reference.
2. Commission Order **#478-2023** and the Extension Agreement No. 1 dated **November 1, 2023**, approving extension of the Letter of Credit to **November 1, 2024**, is attached hereto and incorporated herein by reference.
3. Commission Order **#486-2024** and the Extension Agreement No. 2 dated **November 1, 2024**, approving extension of the Letter of Credit to **November 1, 2025**, is attached hereto and incorporated herein by reference.
4. The parties mutually agree to extend the **November 1, 2022** Letter of Credit such that the new expiration date will be **November 1, 2026.**
5. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **June 7, 2022**, and attachments thereto shall remain unchanged and in full effect.
6. 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.

BANK:

First State Community Bank

By: _____

Printed Name: John Findley

Title: EVP

DEVELOPER/OWNER:

D & D Investments of Columbia LLC

By: _____

Printed Name: Dan Burks

Title: Manager

BOONE COUNTY:

County Commission:

By: _____

Kip Kendrick, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, County Clerk

County Treasurer:

_____

Jenna Redel, County Treasurer

Approved By:

_____

Bill Florea, Director Boone County Resource Management

Approved as to legal form:

_____

Charles J. Dykhouse, County Counselor

281 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } ea.
County of Boone

June Session of the April Adjourned Term 20

In the County Commission of said county, on the 30th day of June 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and D & D Investments of Columbia, LLC for Willow Creek Plat 1.

Terms of the Agreement are stipulated in the attached agreement. It is further ordered the Presiding Commissioenr is hereby authorized to sign said agreement.

Done this 30th day of June 2022.

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:
Brianna L. Lennon
Clerk of the County Commission

Permanent Stormwater Management BMP Security Agreement

Date: June 7, 2022

Developer/Owner Name: D & D Investments of Columbia LLC

Address: 1200 I-70 Drive SW, Columbia, MO 65203

Development: Willow Creek Plat 1

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 and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans 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 plans, or complete the improvements within the time and manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

   Construct one (1) Bioretention Basin/Cell located on common lot C1 in accordance with the Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and authorized to proceed by Boone County on 05/29/2018.

3. **Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the 1st day of November 2023, 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 $31,496.25, 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 (check one):

   - ☐ Cash deposit with County Treasurer
   - ☒ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
   - ☐ Certificate of Deposit issued by FDIC insured bank for a term of ___ months
   - ☐ 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 selected form of security 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 the *Time for Completion date listed in 3 above,* then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Developer. If no written proof has been provided to the financial institution issuing *the selected form of security in 4 above* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *the Time for Completion date listed in 3 above*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above 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:

D & D Investments of Columbia, LLC

By: _____

Printed Name: Daniel M Buffaloe

Title: Member

BOONE COUNTY, MISSOURI:

Department of Resource Management

_____

Bill Florea, Director Resource Management

County Commission

_____

Daniel K. Atwill, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, Boone County Clerk

County Treasurer

_____

Dustin Stanton, County Treasurer

Approved As To Form:

_____

C.J. Dykhouse, County Counselor

First State
Community Bank

COPY

IRREVOCABLE LETTER OF CREDIT
NO. 4522095117
DATE: 06/16/2022

Amount: $31,496.25

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 FIRST STATE COMMUNITY BANK for the account of D & D Investments of Columbia LLC up to an aggregate amount of $31,496.25 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 FIRST STATE COMMUNITY BANK Letter of Credit 4522095117
Dated 06/16/2022

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 in Exhibit "A", if presented to this bank on or before November 1, 2023, provided further that upon such expiration, either at November 1, 2023, 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 and the County of Boone, and presented to FIRST STATE COMMUNITY 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: _____

John Findley, Senior Vice President

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

Boone County, Missouri letterhead

Date

First State Community Bank
300 Diego Dr
Columbia, Mo 65203
Attention: John Findley, Senior VP

Re: Bank Letter of Credit No.: 4522095117
Dated: 06/16/2022
In Favor of Boone County, Missouri on behalf of D & D Investments of Columbia LLC

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to First State Community Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 4522095117 (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:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.

2. A draft in the sum of $_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #_____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

Attest:

_____
Bill Florea, Director, Resource Management

_____
Brianna L. Lennon, Boone County Clerk

Commission Order:_____

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

Boone County, Missouri letterhead

Date

First State Community Bank
300 Diego Dr
Columbia, Mo 65203
Attention: John Findley, Senior VP

Re: Bank Letter of Credit No.: 4522095117
Dated: 06/16/2022
In Favor of Boone County, Missouri on behalf of D & D Investments of Columbia LLC

Gentlemen:

This certificate authorizes reduction in the amount of $_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is $ _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

_____
Bill Florea, Director, Resource Management

Attest:

_____
Brianna L. Lennon, Boone County Clerk

Commission Order:_____

CERTIFIED COPY OF ORDER

570 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 Permanent Stormwater BMP Security Extension Agreement No. 4 for the $33,300.00 Irrevocable Letter of Credit between Boone County and D & D Investments of Columbia, LLC. for Willow Creek Plat 2. Terms of the agreement are stipulated in the attached Extension Agreement No. 4. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

ATTEST:

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

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

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

JESSE STEPHENS, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

To: Boone County Commission
From: Nicki Rinehart, Stormwater Coordinator
Subject: ACCEPTANCE OF EXTENSION AGREEMENT NO. 4 OF STORMWATER SECURITY AGREEMENT AND PERMANENT STORMWAER BMP IRREVOCABLE LETTER OF CREDIT FOR WILLOW CREEK PLAT 2
Date: 2 November 2026

The purpose of this memo is to request the acceptance of Extension Agreement No. 4 of the Stormwater Security Agreement and Permanent Stormwater BMP Irrevocable Letter of Credit for Willow Creek Plat 2.

The Irrevocable Letter of Credit was issued by First State Community Bank in the amount of $33,300.00. Said Irrevocable Letter of Credit was issued on behalf of D & D Investments of Columbia for construction of one (1) bioretention cell to meet the stormwater design requirements per County regulations and to be constructed as part of the subdivision development infrastructure.

Bioretention cells utilize a special soil media mix to filter pollutants out of stormwater runoff and are susceptible to clogging inf contaminated by silt runoff during the home construction phase of subdivision development. If contaminated, the mulch and soil media must be removed and replaced. Bioretention cells have a much better survival rate if constructed after adjacent and immediate upstream home lots have been stabilized.

The letter of credit amount is based on the contractor quote of $22,200.00 x 150%.

PERMANENT STORMWATER MANAGEMENT BMP SECURITY AGREEMENT

EXTENSION AGREEMENT NO. 4

$33,300.00 IRREVOCABLE LETTER OF CREDIT – WILLOW CREEK PLAT 2

THIS AGREEMENT, effective **November 1, 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 **D & D Investments of Columbia LLC**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision, Willow Creek Plat 2**, herein "Project"; and

WHEREAS, **First State Community Bank**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **August 9, 2022**, in the amount of **$33,300.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2026**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2027**.

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

1. Commission Order **#428-2022** and the Permanent Stormwater Management BMP Security Agreement dated **July 19, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **$33,300.00**, with an expiration date of **November 1, 2023**, is attached hereto and incorporated herein by reference.
2. Commission Order **#479-2023** and the Extension Agreement No. 1 dated **November 1, 2023**, approving extension of the Letter of Credit to **November 1, 2024**, is attached hereto and incorporated herein by reference.
3. Commission Order **#487-2024** and the Extension Agreement No. 2 dated **November 1, 2024**, approving extension of the Letter of Credit to **November 1, 2025**, is attached hereto and incorporated herein by reference.
4. Commission Order **#650-2025** and the Extension Agreement No. 3 dated **November 1, 2025**, approving extension of the Letter of Credit to **November 1, 2026**, is attached hereto and incorporated herein by reference.
5. The parties mutually agree to extend the **November 1, 2022** Letter of Credit such that the new expiration date will be **November 1, 2027**.
6. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **July 19, 2022**, and attachments thereto shall remain unchanged and in full effect.
7. 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.

BANK:

First State Community Bank

By: _____

Printed Name: John Findley

Title: Executive Vice President

DEVELOPER/OWNER:

D & D Investments of Columbia LLC

By: _____

Printed Name: Daniel M Burks

Title: Manager

BOONE COUNTY:

County Commission:

By: _____

Kip Kendrick, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, County Clerk

County Treasurer:

_____

Jenna Redel, County Treasurer

Approved By:

_____

Jesse Stephens, Director Boone County Resource Management

Approved as to legal form:

_____

Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

1050 -2025

STATE OF MISSOURI } ea.
County of Boone

December Session of the October Adjourned **Term. 2025**

In the County Commission of said county, on the 23rd **day of** December **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 Permanent Stormwater BMP Security Extension Agreement No. 3 for the $33,300.00 Irrevocable Letter of Credit between Boone County and D & D Investments of Columbia, LLC. for Willow Creek Plat 2. Terms of the agreement are stipulated in the attached Extension Agreement No. 3. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 23rd day of December 2025.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

PERMANENT STORMWATER MANAGEMENT BMP SECURITY AGREEMENT
EXTENSION AGREEMENT NO. 3
$33,300.00 IRREVOCABLE LETTER OF CREDIT – WILLOW CREEK PLAT 2

THIS AGREEMENT, effective **November 1, 2025**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and **D & D Investments of Columbia LLC**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision, Willow Creek Plat 2**, herein "Project"; and

WHEREAS, **First State Community Bank**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **August 9, 2022**, in the amount of **$33,300.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2025**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2026**.

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

1. Commission Order **#428-2022** and the Permanent Stormwater Management BMP Security Agreement dated **July 19, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **$33,300.00**, with an expiration date of **November 1, 2023**, is attached hereto and incorporated herein by reference.
2. Commission Order **#479-2023** and the Extension Agreement No. 1 dated **November 1, 2023**, approving extension of the Letter of Credit to **November 1, 2024**, is attached hereto and incorporated herein by reference.
3. Commission Order **#487-2024** and the Extension Agreement No. 2 dated **November 1, 2024**, approving extension of the Letter of Credit to **November 1, 2025**, is attached hereto and incorporated herein by reference.
4. The parties mutually agree to extend the **November 1, 2022** Letter of Credit such that the new expiration date will be **November 1, 2026**.
5. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **July 19, 2022**, and attachments thereto shall remain unchanged and in full effect.
6. 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.

BANK:

First State Community Bank

By: _____

Printed Name: John Findley

Title: EVP

DEVELOPER/OWNER:

D & D Investments of Columbia LLC

By: _____

Printed Name: Dan Burks

Title: Manager

BOONE COUNTY:

County Commission:

By: _____
Kip Kendrick, Presiding Commissioner

Attest:

_____
Brianna L. Lennon, County Clerk

County Treasurer:

_____
Jenna Redel, County Treasurer

Approved By:

_____
Bill Florea, Director Boone County Resource Management

Approved as to legal form:

_____
Charles J. Dykhouse, County Counselor

428 -2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } ea.
County of Boone

September Session of the July Adjourned **Term. 20** 22

In the County Commission of said county, on the 6th **day of** September **20** 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and D & D Investments of Columbia, LLC for Willow Creek Plat 2.

Done this 6th day of September 2022.

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Permanent Stormwater Management BMP Security Agreement

Date: July 19, 2022

Developer/Owner Name: D & D Investments of Columbia LLC

Address: 1200 I-70 Drive SW, Columbia, MO 65203

Development: Willow Creek Plat 2

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 and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans 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 plans, or complete the improvements within the time and manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

   Construct one (1) Bioretention Basin/Cell located on common lot C1 in accordance with the Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and authorized to proceed by Boone County on 05/21/2021.

3. **Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the 1st day of November 2023, 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 $33,300.00, 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 (check one):

   - ☐ Cash deposit with County Treasurer
   - ☒ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
   - ☐ Certificate of Deposit issued by FDIC insured bank for a term of ___ months
   - ☐ 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 selected form of security 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 the *Time for Completion date listed in 3 above,* then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Developer. If no written proof has been provided to the financial institution issuing *the selected form of security in 4 above* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *the Time for Completion date listed in 3 above,* or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above 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:

D & D Investments of Columbia LLC

By: _____

Printed Name: _____

Title: _____

BOONE COUNTY, MISSOURI:

Department of Resource Management

Bill Florea, Director Resource Management

County Commission:

Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon, Boone County Clerk

County Treasurer

Dustin Stanton, County Treasurer

Approved as to form:

C.J. Dykhouse, County Counselor

First State Community Bank

COPY

IRREVOCABLE LETTER OF CREDIT
NO. 4522095147
DATE: August 9, 2022

Amount: $33,300.00

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 First State Community Bank for the account of D & D Investments of Columbia LLC up to an aggregate amount of $33,300.00 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 First State Community Bank Letter of Credit 4522095147 Dated 08/09/2022."

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 in Exhibit "A", if presented to this bank on or before November 1, 2023, provided further that upon such expiration, either at November 1, 2023, 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 and the County of Boone, and presented to First State Community 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: _____
John H Findley, Senior Vice President

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

Boone County, Missouri

Date

First State Community Bank
300 Diego Dr
Columbia, MO 65203
Attention: John Findley, Senior VP

Re: Bank Letter of Credit No.: **4522095147**
Dated: 08/09/2022
In Favor of Boone County, Missouri on behalf of D & D Investments of Columbia LLC

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Landmark Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. **4522095147** (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:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.

2. A draft in the sum of $_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #_____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

Attest:

_____
Bill Florea, Director, Resource Management

_____
Brianna L. Lennon, Boone County Clerk

Commission Order:_____

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

Boone County, Missouri

Date

First State Community Bank
300 Diego Dr
Columbia, MO 65203
Attention: John Findley, Senior VP

Re: Bank Letter of Credit No.: 4522095147
Dated: 08/09/2022
In Favor of Boone County, Missouri on behalf of D & D Investments of Columbia LLC

Gentlemen:

This certificate authorizes reduction in the amount of $_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is $ _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

Attest:

_____
Bill Florea, Director, Resource Management

_____
Brianna L. Lennon, Boone County Clerk

Commission Order:_____

CERTIFIED COPY OF ORDER

571 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 Permanent Stormwater BMP Security Extension Agreement No. 5 for the $34,020.90 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 1. Terms of the agreement are stipulated in the attached Extension Agreement No. 5. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

Boone County
Resource Management
Planning | Inspection | Engineering | Stormwater | Wastewater

To: Boone County Commission

From: Nicki Rinehart, Stormwater Coordinator

Subject: ACCEPTANCE OF EXTENSION AGREEMENT NO. 5 OF STORMWATER SECURITY AGREEMENT AND PERMANENT STORMWAER BMP IRREVOCABLE LETTER OF CREDIT FOR RAVENWOOD PLAT 1

Date: October 28, 2026

The purpose of this memo is to request the acceptance of Extension Agreement No. 5 of the Stormwater Security Agreement and Permanent Stormwater BMP Irrevocable Letter of Credit for Ravenwood Plat 1.

The Irrevocable Letter of Credit was issued by Central Bank of Boone County in the amount of $34,020.90. Said Irrevocable Letter of Credit was issued on behalf of Fred Overton Development, Inc. for construction of two (2) bioretention cells to meet the stormwater design requirements per County regulations and to be constructed as part of the subdivision development infrastructure.

Bioretention cells utilize a special soil media mix to filter pollutants out of stormwater runoff and are susceptible to clogging inf contaminated by silt runoff during the home construction phase of subdivision development. If contaminated, the mulch and soil media must be removed and replaced. Bioretention cells have a much better survival rate if constructed after adjacent and immediate upstream home lots have been stabilized.

The letter of credit amount is based on the contractor's quote of $22,680.60 x 150%.

Roger B Wilson Boone County Government Center
801 E Walnut St., Room 315 | Columbia, MO 65201
P: 573-886-4480 | F: 573-886-4340 | E: ResMgt@BooneMo.Gov

PERMANENT STORMWATER MANGEMENT BMP SECURITY AGREEMENT EXTENSION AGREEMENT NO. 5

$34,020.90 IRREVOCABLE LETTER OF CREDIT – RAVENWOOD PLAT 1

THIS AGREEMENT, effective **December 6, 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 **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision**, **Ravenwood Plat 1**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **December 6, 2021**, in the amount of **$34,020.90**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **December 6, 2026**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **December 6, 2027**.

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

1. Commission Order **#100-2022** and the Permanent Stormwater Management BMP Security Agreement dated **March 10, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **$34,020.90**, with an expiration date of **December 6, 2022**, is attached hereto and incorporated herein by reference.
2. Commission Order #**495-2022** and the Extension Agreement No. 1 dated **October 11, 2022**, approving extension of the Letter of Credit to **December 6, 2023**, is attached hereto and incorporated herein by reference.
3. Commission Order #**523-2023** and the Extension Agreement No. 2 dated **December 6, 2023**, approving extension of the Letter of Credit to **December 6, 2024**, is attached hereto and incorporated herein by reference.
4. Commission Order #**442-2024** and the Extension Agreement No. 3 dated **December 12, 2024**, approving extension of the Letter of Credit to **December 6, 2025**, is attached hereto and incorporated herein by reference.
5. Commission Order #**442-2024** and the Extension Agreement No. 4 dated **December 6, 2025**, approving extension of the Letter of Credit to **December 6, 2026**, is attached hereto and incorporated herein by reference.
6. The parties mutually agree to extend the **December 6, 2026** Letter of Credit such that the new expiration date will be **December 6, 2027**.
7. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **March 10, 2022**, and attachments thereto shall remain unchanged and in full effect.
8. 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jaime Palmer

Title: SVP, Commercial Banking

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred Overton

Title: Pres

BOONE COUNTY:

County Commission:

By: _____
Kip Kendrick, Presiding Commissioner

Attest:

_____
Brianna L. Lennon, County Clerk

County Treasurer:

_____
Jenna Redel, County Treasurer

Approved By:

_____
Jesse Stephens, Director Boone County Resource Management

Approved as to legal form:

_____
Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

1004 -2025

STATE OF MISSOURI } **ea.**
County of Boone

November Session of the October Adjourned **Term. 20**25

In the County Commission of said county, on the 25th **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 Permanent Stormwater BMP Security Extension Agreement No. 4 for the $34,020.90 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 1. Terms of the agreement are stipulated in the attached Extension Agreement No. 4. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 25th day of November 2025.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

PERMANENT STORMWATER MANGEMENT BMP SECURITY AGREEMENT EXTENSION AGREEMENT NO. 4

$34,020.90 IRREVOCABLE LETTER OF CREDIT – RAVENWOOD PLAT 1

THIS AGREEMENT, effective **December 6, 2025**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision**, **Ravenwood Plat 1**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **December 6, 2021**, in the amount of **$34,020.90**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **December 6, 2025**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **December 6, 2026**.

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

1. Commission Order **#100-2022** and the Permanent Stormwater Management BMP Security Agreement dated **March 10, 2022**, approving infrastructure security in the form of a letter of credit in the amount of **$34,020.90**, with an expiration date of **December 6, 2022**, is attached hereto and incorporated herein by reference.
2. Commission Order **#495-2022** and the Extension Agreement No. 1 dated **October 11, 2022**, approving extension of the Letter of Credit to **December 6, 2023**, is attached hereto and incorporated herein by reference.
3. Commission Order **#523-2023** and the Extension Agreement No. 2 dated **December 6, 2023**, approving extension of the Letter of Credit to **December 6, 2024**, is attached hereto and incorporated herein by reference.
4. Commission Order **#442-2024** and the Extension Agreement No. 3 dated **December 12, 2024**, approving extension of the Letter of Credit to **December 6, 2025**, is attached hereto and incorporated herein by reference.
5. The parties mutually agree to extend the **December 6, 2025** Letter of Credit such that the new expiration date will be **December 6, 2026**.
6. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **March 10, 2022**, and attachments thereto shall remain unchanged and in full effect.
7. 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jill A. Cox

Title: SVP-Commercial Loans

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred Overton

Title: Pres

BOONE COUNTY:

County Commission:

By: _____

Kip Kendrick, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, County Clerk

County Treasurer:

_____

Jenna Redel, County Treasurer

Approved By:

_____

Bill Florea, Director Boone County Resource Management

Approved as to legal form:

_____

Charles J. Dykhouse, County Counselor

10 2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } ea.
County of Boone

March Session of the January Adjourned **Term. 20**22

In the County Commission of said county, on the 10th **day of** March **20** 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 1.

Terms of the agreement are stipulated in the attached Security Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 10th day of March 2022.

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Permanent Stormwater Management BMP Security Agreement

Date: November 17, 2021

Developer/Owner Name: Fred Overton Development, Inc.

Address: 2712 Chapel Wood View, Columbia, MO 65203

Development: Ravenwood Plat 1

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 and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans 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 plans, or complete the improvements within the time and manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

   Construct two (2) Bioretention Basins/Cells located on common lots C3 and C4 in accordance with the Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and authorized to proceed by Boone County on February 02, 2021.

3. **Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the 1st day of November 2022, 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 $34,020.90, 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 (check one):

   - ☐ Cash deposit with County Treasurer
   - ☒ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
   - ☐ Certificate of Deposit issued by FDIC insured bank for a term of ___ months
   - ☐ 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 selected form of security 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 the *Time for Completion date listed in 3 above,* then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Developer. If no written proof has been provided to the financial institution issuing *the selected form of security in 4 above* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *the Time for Completion date listed in 3 above*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above 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:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred Overton

Title: Pres.

BOONE COUNTY, MISSOURI:

Department of Resource Management

_____

Bill Florea, Director Resource Management

County Commission:

_____

Daniel K. Atwill, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, Boone County Clerk

County Treasurer

_____

Tom Darrough, County Treasurer

Approved as to form:

_____

C.J. Dykhouse, County Counselor

Central Bank

IRREVOCABLE LETTER OF CREDIT
NO. 0126516-0799
DATE: December 6, 2021

Amount: $34,020.90

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

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **The Central Trust Bank d/b/a Central Bank of Boone County** for the account of Fred Overton Development, Inc., herein Developer/Owner, up to an aggregate amount of $34,020.90, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/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 **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of Credit #0126516-0799 Dated 12/6/2021."

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 in Exhibit "A", if presented to this bank on or before December 6, 2022, provided further that upon such expiration, either at December 6, 2022, 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 and the County of Boone, and presented to **The Central Trust Bank d/b/a Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Central Bank

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: _____
Jaime Palmer, Assistant Vice President

Central Bank

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

Boone County, Missouri letterhead

Date

The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President

Re: **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of Credit No.: **0126516-0799**
Dated: 12/6/2021
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **The Central Trust Bank d/b/a Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0799** (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:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of $_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #_____].
Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

Attest:

_____
Bill Florea, Director Resource Management

_____
Brianna L. Lennon, Boone County Clerk

Commission Order:_____

Central Bank

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

Boone County, Missouri letterhead

Date

The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Jaime Palmer, Assistant Vice President

Re: **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of Credit No.: **0126516-0799**
Dated: 12/6/2021
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of $_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is $ _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

_____
Bill Florea, Director, Planning & Building

Attest:

_____
Brianna L. Lennon, Boone County Clerk

Commission Order:_____

CERTIFIED COPY OF ORDER

1604 -2025

STATE OF MISSOURI } **ea.**
County of Boone

November Session of the October Adjourned **Term. 20**25

In the County Commission of said county, on the 25th **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 Permanent Stormwater BMP Security Extension Agreement No. 4 for the $34,020.90 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 1. Terms of the agreement are stipulated in the attached Extension Agreement No. 4. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 25th day of November 2025.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

CERTIFIED COPY OF ORDER

572-2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20 26

November Session of the October Adjourned

In the County Commission of said county, on the 12th day of November 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 Permanent Stormwater BMP Security Extension Agreement No. 3 for the $11,850.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 2. Terms of the agreement are stipulated in the attached Extension Agreement No. 3. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

Boone County
Resource Management

Planning | Inspection | Engineering | Stormwater | Wastewater

---

To: Boone County Commission

From: Nicki Rinehart, Stormwater Coordinator

Subject: ACCEPTANCE OF EXTENSION AGREEMENT NO. 3 OF STORMWATER SECURITY AGREEMENT AND PERMANENT STORMWAER BMP IRREVOCABLE LETTER OF CREDIT FOR RAVENWOOD PLAT 2

Date: October 28, 2026

The purpose of this memo is to request the acceptance of Extension Agreement No. 3 of the Stormwater Security Agreement and Permanent Stormwater BMP Irrevocable Letter of Credit for Ravenwood Plat 2.

The Irrevocable Letter of Credit was issued by Central Bank of Boone County in the amount of $11,850.00. Said Irrevocable Letter of Credit was issued on behalf of Fred Overton Development, Inc. for construction of one (1) bioretention cell to meet the stormwater design requirements per County regulations and to be constructed as part of the subdivision development infrastructure.

Bioretention cells utilize a special soil media mix to filter pollutants out of stormwater runoff and are susceptible to clogging inf contaminated by silt runoff during the home construction phase of subdivision development. If contaminated, the mulch and soil media must be removed and replaced. Bioretention cells have a much better survival rate if constructed after adjacent and immediate upstream home lots have been stabilized.

The letter of credit amount is based on the contractor's quote of $7,900.00 x 150%.

Roger B Wilson Boone County Government Center
801 E Walnut St., Room 315 | Columbia, MO 65201
P: 573-886-4480 | F: 573-886-4340 | E: ResMgt@BooneMo.Gov

PERMANENT STORMWATER MANAGEMENT BMP SECURITY AGREEMENT EXTENSION AGREEMENT NO. 3

$11,850.00 IRREVOCABLE LETTER OF CREDIT – RAVENWOOD PLAT 2

THIS AGREEMENT, effective **November 1, 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 **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision, Ravenwood Plat 2**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **June 23, 2023**, in the amount of **$11,850.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2026**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2027**.

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

1. Commission Order **#370-2023** and the Permanent Stormwater Management BMP Security Agreement dated **June 23, 2023**, approving infrastructure security in the form of a letter of credit in the amount of **$11,850.00**, with an expiration date of **November 1, 2024**, is attached hereto and incorporated herein by reference.
2. Commission Order **#441-2024** and the Permanent Stormwater Management BMP Security Agreement dated **June 23, 2024**, approving infrastructure security in the form of a letter of credit in the amount of **$11,850.00**, with an expiration date of **November 1, 2025**, is attached hereto and incorporated herein by reference.
3. Commission Order **#605-2025** and the Permanent Stormwater Management BMP Security Agreement dated **June 23, 2024**, approving infrastructure security in the form of a letter of credit in the amount of **$11,850.00**, with an expiration date of **November 1, 2026**, is attached hereto and incorporated herein by reference.
4. The parties mutually agree to extend the **November 1, 2023** Letter of Credit such that the new expiration date will be **November 1, 2027**.
5. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **June 23, 2023**, and attachments thereto shall remain unchanged and in full effect.
6. 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jaime Palmer

Title: Vice President

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred Overton

Title: Pres.

BOONE COUNTY:

County Commission:

By: _____
Kip Kendrick, Presiding Commissioner

Attest:

_____
Brianna L. Lennon, County Clerk

County Treasurer:

_____
Jenna Redel, County Treasurer

Approved By:

_____
Jesse Stephens, Director Boone County Resource Management

Approved as to legal form:

_____
Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

405 -2025

STATE OF MISSOURI } **ea.**
County of Boone

November Session of the October Adjourned **Term. 20** 25

In the County Commission of said county, on the 25th **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 Permanent Stormwater BMP Security Extension Agreement No. 2 for the $11,850.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 2. Terms of the agreement are stipulated in the attached Extension Agreement No. 2. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 25th day of November 2025.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

PERMANENT STORMWATER MANAGEMENT BMP SECURITY AGREEMENT EXTENSION AGREEMENT NO. 2

$11,850.00 IRREVOCABLE LETTER OF CREDIT – RAVENWOOD PLAT 2

THIS AGREEMENT, effective **November 1, 2025**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision**, **Ravenwood Plat 2**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **June 23, 2023**, in the amount of **$11,850.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **November 1, 2025**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2026**.

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

1. Commission Order **#370-2023** and the Permanent Stormwater Management BMP Security Agreement dated **June 23, 2023**, approving infrastructure security in the form of a letter of credit in the amount of **$11,850.00**, with an expiration date of **November 1, 2024**, is attached hereto and incorporated herein by reference.
2. Commission Order **#441-2024** and the Permanent Stormwater Management BMP Security Agreement dated **June 23, 2024**, approving infrastructure security in the form of a letter of credit in the amount of **$11,850.00**, with an expiration date of **November 1, 2025**, is attached hereto and incorporated herein by reference.
3. The parties mutually agree to extend the **November 1, 2023** Letter of Credit such that the new expiration date will be **November 1, 2026**.
4. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **June 23, 2023**, 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jill A. Cox

Title: SVP- Commercial Loans

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred Overton

Title: Pres.

BOONE COUNTY:

County Commission:

By: _____

Kip Kendrick, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, County Clerk

County Treasurer:

_____

Jenna Redel, County Treasurer

Approved By:

_____

Bill Florea, Director Boone County Resource Management

Approved as to legal form:

_____

Charles J. Dykhouse, County Counselor

370 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

August Session of the July Adjourned **Term. 20** 23

In the County Commission of said county, on the 29th **day of** August **20** 23

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 Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 2.

Terms of the Agreement are stipulated in the attached and it is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 29th day of August 2023.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

Permanent Stormwater Management BMP Security Agreement

Date: June 23, 2023

Developer/Owner Name: Fred Overton Development, Inc.

Address: 2712 Chapel Wood View, Columbia, MO 65203

Development: Ravenwood Plat No. 2

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 and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans 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 plans, or complete the improvements within the time and manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

   Construct one (1) Bioretention Basin/Cell located on the future common lot between Renwick Ct. and Renfield Dr. described by the Permanent Stormwater Management Easement recorded in Book 5476, Page 180 in accordance with the Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and authorized to proceed by Boone County on April 7, 2022.

3. **Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the 1st day of November 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 hereby agrees to provide the County with security in the amount of $11,850.00, 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 (check one):

   - ☐ Cash deposit with County Treasurer
   - ☒ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
   - ☐ Certificate of Deposit issued by FDIC insured bank for a term of ___ months
   - ☐ 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 selected form of security 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 the *Time for Completion date listed in 3 above*, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Developer. If no written proof has been provided to the financial institution issuing *the selected form of security in 4 above* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *the Time for Completion date listed in 3 above*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.

6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.

7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: _____

Printed Name: Fred Werton

Title: Owner / Pres

BOONE COUNTY, MISSOURI:

Department of Resource Management

_____

Bill Florea, Director Resource Management

County Commission:

_____

Kip Kendrick, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, Boone County Clerk

County Treasurer

_____

Jenna Redel, County Treasurer

Approved as to form:

_____

C.J. Dykhouse, County Counselor

Central Bank

COPY

IRREVOCABLE LETTER OF CREDIT
NO. 0126516-0999
DATE: 06/23/2023

Amount: $11,850.00

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 The Central Trust Bank d/b/a Central Bank **of Boone County** for the account of Fred Overton Development, Inc. up to an aggregate amount of $11,850.00 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 The Central Trust Bank d/b/a Central Bank of Boone County Letter of Credit #0126516-0999 Dated 06/23/23."

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 in Exhibit "A", if presented to this bank on or before November 1, 2024, provided further that upon such expiration, either at November 1, 2024, 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 and the County of Boone, and presented to The Central Trust Bank d/b/a Central Bank of Boone County 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:_____
Spencer Hockman, Commercial Loan Officer

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

Boone County, Missouri letterhead

06/23/23

The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Spencer Hockman, Commercial Loan Officer

Re: **The Central Trust Bank d/b/a Central Bank of Boone County** Letter of Credit No.: **0126516-0999**
Dated: 06/23/23
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **The Central Trust Bank d/b/a Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0999** (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:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.

2. The A draft in the sum of $_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #_____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

Attest:

_____
Bill Florea, Director, Resource Management

_____
Brianna L. Lennon, Boone County Clerk

Commission Order:_____

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

Boone County, Missouri letterhead

06/23/23

The Central Trust Bank d/b/a
Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Spencer Hockman, Commercial Loan Officer

Re: Bank Letter of Credit No.: **0126516-0999**
Dated: 06/23/23
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

This certificate authorizes reduction in the amount of $_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is $ _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

_____
Bill Florea, Director, Resource Management

Attest:

_____
Brianna L. Lennon, Boone County Clerk

Commission Order:_____

CERTIFIED COPY OF ORDER

573 -2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20 26

November Session of the October Adjourned

In the County Commission of said county, on the 12th day of November 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 Permanent Stormwater BMP Security Extension Agreement No. 6 for the $70,512.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Perche Ridge Plat 1. Terms of the agreement are stipulated in the attached Extension Agreement No. 6. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

ATTEST:

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

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: ACCEPTANCE OF EXTENSION AGREEMENT NO. 6 OF STORMWATER SECURITY AGREEMENT AND PERMANENT STORMWAER BMP IRREVOCABLE LETTER OF CREDIT FOR PERCHE RIDGE PLAT 1

Date: October 28, 2026

The purpose of this memo is to request the acceptance of Extension Agreement No. 6 of the Stormwater Security Agreement and Permanent Stormwater BMP Irrevocable Letter of Credit for Perche Ridge Plat 1.

The Irrevocable Letter of Credit was issued by Central Bank of Boone County in the amount of $70,512.00. Said Irrevocable Letter of Credit was issued on behalf of Fred Overton Development, Inc. for construction of three (3) bioretention cells to meet the stormwater design requirements per County regulations and to be constructed as part of the subdivision development infrastructure.

Bioretention cells utilize a special soil media mix to filter pollutants out of stormwater runoff and are susceptible to clogging inf contaminated by silt runoff during the home construction phase of subdivision development. If contaminated, the mulch and soil media must be removed and replaced. Bioretention cells have a much better survival rate if constructed after adjacent and immediate upstream home lots have been stabilized.

The letter of credit amount is based on the contractor quote of $47,008.00 x 150%.

Roger B Wilson Boone County Government Center
801 E Walnut St., Room 315 | Columbia, MO 65201
P: 573-886-4480 | F: 573-886-4340 | E: ResMgt@BooneMo.Gov

EXTENSION AGREEMENT NO. 6

$70,512.00 IRREVOCABLE LETTER OF CREDIT – PERCHE RIDGE PLAT NO. 1

THIS AGREEMENT, effective **October 22, 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 **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision**, **Perche Ridge Plat No. 1**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **October 22, 2020**, in the amount of **$70,512.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **October 22, 2026**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **October 22, 2027**.

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

1. Commission Order **#500-2020** and the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, approving infrastructure security in the form of a letter of credit in the amount of **$70,512.00**, with an expiration date of **October 22, 2021**, is attached hereto and incorporated herein by reference.
2. Commission Order #361-2021 and the Extension Agreement dated **August 31, 2021**, approving extension of the Letter of Credit to **October 22, 2022**, is attached hereto and incorporated herein by reference.
3. Commission Order #494-2022 and the Extension Agreement No. 2 dated **October 11, 2022**, approving extension of the Letter of Credit to **October 22, 2023**, is attached hereto and incorporated herein by reference.
4. Commission Order #432-2023 and the Extension Agreement No. 3 dated **October 22, 2023**, approving extension of the Letter of Credit to **October 22, 2024**, is attached hereto and incorporated herein by reference.
5. Commission Order #443-2024 and the Extension Agreement No. 4 dated **October 22, 2024**, approving extension of the Letter of Credit to **October 22, 2025**, is attached hereto and incorporated herein by reference.
6. Commission Order #613-2025 and the Extension Agreement No. 4 dated **October 22, 2025**, approving extension of the Letter of Credit to **October 22, 2026**, is attached hereto and incorporated herein by reference.
7. The parties mutually agree to extend the **October 22, 2020** Letter of Credit such that the new expiration date will be **October 22, 2027**.
8. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, and attachments thereto shall remain unchanged and in full effect.

9. 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jaime Palmer

Title: Vice President

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred W Overton

Title: Pres

BOONE COUNTY:

County Commission:

By: _____

Kip Kendrick, Presiding Commissioner

Attest:

_____ SEU

Brianna L. Lennon, County Clerk

County Treasurer:

_____

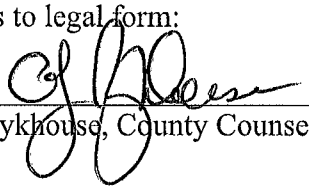
Jenna Redel, County Treasurer

Approved By:

_____

Jesse Stephens, Director Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

612 -2025

STATE OF MISSOURI } ss.
County of Boone

December Session of the October Adjourned **Term.** 2025

In the County Commission of said county, on the 2nd **day of** December **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 Permanent Stormwater BMP Security Extension Agreement No. 5 for the $70,512.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Perche Ridge Plat 1. Terms of the agreement are stipulated in the attached Extension Agreement No. 5. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 2nd day of December 2025.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

EXTENSION AGREEMENT NO. 5

$70,512.00 IRREVOCABLE LETTER OF CREDIT – PERCHE RIDGE PLAT NO. 1

THIS AGREEMENT, effective **October 22, 2025**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision, Perche Ridge Plat No. 1**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **October 22, 2020**, in the amount of **$70,512.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **October 22, 2025**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **October 22, 2026**.

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

1. Commission Order **#500-2020** and the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, approving infrastructure security in the form of a letter of credit in the amount of **$70,512.00**, with an expiration date of **October 22, 2021**, is attached hereto and incorporated herein by reference.
2. Commission Order #361-2021 and the Extension Agreement dated **August 31, 2021**, approving extension of the Letter of Credit to **October 22, 2022**, is attached hereto and incorporated herein by reference.
3. Commission Order #494-2022 and the Extension Agreement No. 2 dated **October 11, 2022**, approving extension of the Letter of Credit to **October 22, 2023**, is attached hereto and incorporated herein by reference.
4. Commission Order #432-2023 and the Extension Agreement No. 3 dated **October 22, 2023**, approving extension of the Letter of Credit to **October 22, 2024**, is attached hereto and incorporated herein by reference.
5. Commission Order #443-2024 and the Extension Agreement No. 4 dated **October 22, 2024**, approving extension of the Letter of Credit to **October 22, 2025**, is attached hereto and incorporated herein by reference.
6. The parties mutually agree to extend the **October 22, 2020** Letter of Credit such that the new expiration date will be **October 22, 2026**.
7. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, and attachments thereto shall remain unchanged and in full effect.
8. 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jill A. Cox

Title: SVP - Commercial Loans

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred Overton

Title: Pres.

BOONE COUNTY:

County Commission:

By: _____

Kip Kendrick, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, County Clerk

County Treasurer:

_____

Jenna Redel, County Treasurer

Approved By:

_____

Bill Florea, Director Boone County Resource Management

Approved as to legal form:

_____

Charles J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

443 -2024

STATE OF MISSOURI } **ea.**
County of Boone

September Session of the July Adjourned **Term. 20** 24

In the County Commission of said county, on the 12th **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 the attached Extension Agreement No. 4 for the $70,512.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Perche Ridge Plat 1.

Terms of the Agreement are stipulated in the attached Extension Agreement No. 4. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 12th day of September 2024.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

EXTENSION AGREEMENT NO. 4

$70,512.00 IRREVOCABLE LETTER OF CREDIT – PERCHE RIDGE PLAT NO. 1

THIS AGREEMENT, effective **October 22, 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 **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision, Perche Ridge Plat No. 1**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **October 22, 2020**, in the amount of **$70,512.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **October 22, 2024**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **October 22, 2025**.

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

1. Commission Order **#500-2020** and the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, approving infrastructure security in the form of a letter of credit in the amount of **$70,512.00**, with an expiration date of **October 22, 2021**, is attached hereto and incorporated herein by reference.
2. Commission Order #361-2021 and the Extension Agreement dated **August 31, 2021**, approving extension of the Letter of Credit to **October 22, 2022**, is attached hereto and incorporated herein by reference.
3. Commission Order #494-2022 and the Extension Agreement No. 2 dated **October 11, 2022**, approving extension of the Letter of Credit to **October 22, 2023**, is attached hereto and incorporated herein by reference.
4. Commission Order #432-2023 and the Extension Agreement No. 3 dated **October 22, 2023**, approving extension of the Letter of Credit to **October 22, 2024**, is attached hereto and incorporated herein by reference.
5. The parties mutually agree to extend the **October 22, 2020** Letter of Credit such that the new expiration date will be **October 22, 2025**.
6. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, and attachments thereto shall remain unchanged and in full effect.
7. 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jaime Palmer

Title: VP, Commercial Lending

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred Overton

Title: Pres

BOONE COUNTY:

County Commission:

By: _____

Kip Kendrick, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, County Clerk

County Treasurer:

_____

Jenna Redel, County Treasurer

Approved By:

_____

Bill Florea, Director Boone County Resource Management

Approved as to legal form:

_____

Charles J. Dykhouse, County Counselor

PR

CERTIFIED COPY OF ORDER

433 -2023

STATE OF MISSOURI } **ea.**
County of Boone

September Session of the July Adjourned **Term. 20** 23

In the County Commission of said county, on the 28th **day of** September **20** 23

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 Extension Agreement No. 3 for the $70,512.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc for Perche Ridge Plat 1.

Terms of the Agreement are stipulated in the attached and the Presiding Commissioner is hereby authorized to sign the same.

Done this 28th day of September 2023.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:
Brianna L. Lennon
Clerk of the County Commission

EXTENSION AGREEMENT NO. 3

$70,512.00 IRREVOCABLE LETTER OF CREDIT – PERCHE RIDGE PLAT NO. 1

THIS AGREEMENT, effective **October 22, 2023**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision**, **Perche Ridge Plat No. 1**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **October 22, 2020**, in the amount of **$70,512.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **October 22, 2023**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **October 22, 2024**.

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

1. Commission Order **#500-2020** and the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, approving infrastructure security in the form of a letter of credit in the amount of **$70,512.00**, with an expiration date of **October 22, 2021**, is attached hereto and incorporated herein by reference.
2. Commission Order #361-2021 and the Extension Agreement dated **August 31, 2021**, approving extension of the Letter of Credit to **October 22, 2022**, is attached hereto and incorporated herein by reference.
3. Commission Order #494-2022 and the Extension Agreement No. 2 dated **October 11, 2022**, approving extension of the Letter of Credit to **October 22, 2023**, is attached hereto and incorporated herein by reference.
4. The parties mutually agree to extend the **October 22, 2020** Letter of Credit such that the new expiration date will be **October 22, 2024**.
5. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, and attachments thereto shall remain unchanged and in full effect.
6. 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jaime Palmer

Title: Vice President, Commercial Banking

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred Overton

Title: Owner | Pres

BOONE COUNTY:

County Commission:

By: _____

Kip Kendrick, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, County Clerk

County Treasurer:

_____

Jenna Redel, County Treasurer

Approved By:

_____

Bill Florea, Director Boone County Resource Management

Approved as to legal form:

_____

Charles J. Dykhouse, County Counselor

494-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

October Session of the October Adjourned **Term. 20** 22

In the County Commission of said county, on the 11th **day of** October **20** 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Extension Agreement No. 2 for the $70,512.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Perche Ridge Plat 1.

Terms of the agreement are stipulated in the attached Extension Agreement No. 2. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of October 2022.

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

Brianna L. Lennon
Clerk of the County Commission

EXTENSION AGREEMENT NO. 2
$70,512.00 IRREVOCABLE LETTER OF CREDIT – PERCHE RIDGE PLAT NO. 1

THIS AGREEMENT, effective **October 22, 2022**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision, Perche Ridge Plat No. 1**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **October 22, 2020**, in the amount of **$70,512.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **October 22, 2022**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **October 22, 2023**.

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

1. Commission Order **#500-2020** and the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, approving infrastructure security in the form of a letter of credit in the amount of **$70,512.00**, with an expiration date of **October 22, 2021**, is attached hereto and incorporated herein by reference.
2. Commission Order #361-2021 and the Extension Agreement dated **August 31, 2021**, approving extension of the Letter of Credit to **October 22, 2022**, is attached hereto and incorporated herein by reference.
3. The parties mutually agree to extend the **October 22, 2020** Letter of Credit such that the new expiration date will be **October 22, 2023**.
4. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jaime Palmer

Title: Vice President, Commercial Banking

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred W. Overton

Title: Pres.

BOONE COUNTY:

County Commission:

By: _____

Daniel K. Atwill, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, County Clerk

County Treasurer:

_____

Dustin Stanton, County Treasurer

Approved By:

_____

Bill Florea, Director Boone County Resource Management

Approved as to legal form:

_____

Charles J. Dykhouse, County Counselor

361-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } **ea.**
County of Boone

August Session of the July Adjourned **Term. 20** 21

In the County Commission of said county, on the 31st **day of** August **20** 21

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

Now on this day, the County Commission of the County of Boone does approve the attached Extension Agreement for the $70,512.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Perche Ridge Plat 1.

Terms of the agreement are stipulated in the attached Extension Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 31st day of August 2021.

Daniel K. Atwill
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:
Brianna L. Lennon
Clerk of the County Commission

EXTENSION AGREEMENT
$70,512.00 IRREVOCABLE LETTER OF CREDIT – PERCHE RIDGE PLAT NO. 1

THIS AGREEMENT, effective **October 22, 2021**, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and **Fred Overton Development, Inc.**, herein "Developer."

WHEREAS, Developer is constructing a **residential subdivision, Perche Ridge Plat No. 1**, herein "Project"; and

WHEREAS, **Central Bank of Boone County**, herein "Bank", has issued an Irrevocable Letter of Credit to the County on behalf of Developer, dated **October 22, 2020**, in the amount of **$70,512.00**, to secure stormwater improvements associated with the development; and

WHEREAS, said Permanent Stormwater Management BMP Security Agreement contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on **October 22, 2021**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **October 22, 2022**.

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

1. Commission Order **#500-2020** and the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, approving infrastructure security in the form of a letter of credit in the amount of **$70,512.00**, with an expiration date of **October 22, 2021**, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the **October 22, 2020** Letter of Credit such that the new expiration date will be **October 22, 2022**.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated **October 29, 2020**, 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.

BANK:

Central Bank of Boone County

By: _____

Printed Name: Jaime Palmer

Title: AVP, Commercial Banking

DEVELOPER/OWNER:

Fred Overton Development, Inc.

By: _____

Printed Name: Fred Overton

Title: Owner/Pres.

BOONE COUNTY:

Commission Order: **#500-2020**

By: _____

Daniel K. Atwill, Presiding Commissioner

Attest:

_____

Brianna L. Lennon, County Clerk

County Treasurer:

_____

Tom Darrough, County Treasurer

Approved By:

_____

Bill Florea, Director Boone County Resource Management

Approved as to legal form:

_____

Charles J. Dykhouse, County Counselor

500-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } ea.
County of Boone

October Session of the October Adjourned **Term. 20** 20

In the County Commission of said county, on the 29th **day of** October **20** 20

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Perche Ridge Plat 1.

Terms of the agreement are stipulated in the attached Security Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 29th day of October 2020.

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

Permanent Stormwater Management BMP Security Agreement

Date: October 19, 2020

Developer/Owner Name: Fred Overton Development, Inc.

Address: 2712 Chapel Wood View, Columbia, MO 65203

Development: Perche Ridge Plat No. 1

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 and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans 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 plans, or complete the improvements within the time and manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

   Construct three (3) Bioretention Basins/Cells located on common lots C1 and C2 in accordance with the Construction Plans by Crockett Engineering Consultants LLC that were reviewed for compliance and authorized to proceed by Boone County on December 10, 2019.

3. **Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the 1st day of November 2021, 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 $70,512.00, 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 (check one):

   - ☐ Cash deposit with County Treasurer
   - ☒ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
   - ☐ Certificate of Deposit issued by FDIC insured bank for a term of ___ months
   - ☐ 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 selected form of security 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 the *Time for Completion date listed in 3 above,* then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *selected form of security in 4 above* can be released to Developer. If no written proof has been provided to the financial institution issuing *the selected form of security in 4 above* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *the Time for Completion date listed in 3 above*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *selected form of security in 4 above* to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above 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: Fred Overton Dev.

Printed Name: Fred Overton

Title: Pres

BOONE COUNTY, MISSOURI:

Department of Resource Management

Bill Florea, Director Resource Management

County Commission:

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon

Brianna L. Lennon, Boone County Clerk

County Treasurer

Tom Darrough, County Treasurer

Approved as to form:

C.J. Dykhouse, County Counselor

Central Bank
of Boone County

IRREVOCABLE LETTER OF CREDIT
NO. 0126516-0599
DATE: October 22, 2020

Amount: $70,512.00

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 **Central Bank of Boone County** for the account of Fred Overton Development, Inc., up to an aggregate amount of $70,512.00 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 **Central Bank of Boone County** Letter of Credit #0126516-0599 Dated 10/22/20."

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 in Exhibit "A", if presented to this bank on or before October 22, 2021, provided further that upon such expiration, either at October 22, 2021, 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 and the County of Boone, and presented to **Central Bank of Boone County** 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: _____
Jaime Palmer, Assistant Vice President

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

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Vice President

Re: **Central Bank of Boone County** Letter of Credit No.: **0126516-0599**
Dated: 10/22/20
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0599** (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:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.

2. A draft in the sum of $_____ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #_____], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

Attest:

_____
Bill Florea, Director Resource Management

_____
Brianna L. Lennon, Boone County Clerk
Commission Order:_____

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

Boone County, Missouri letterhead

Date

Central Bank of Boone County
720 E. Broadway
Columbia, MO 65201
Attention: Dawn Shellabarger, Vice President

Re: **Central Bank of Boone County** Letter of Credit No.: **0126516-0599**
Dated: 10/22/20
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of $_____ of the above letter of credit. The remaining maximum available credit for this letter of credit is $ _____.

BOONE COUNTY, MISSOURI

By:_____
Presiding Commissioner

APPROVED BY:

Attest:

_____
Bill Florea, Director, Planning & Building

_____
Brianna L. Lennon, Boone County Clerk

Commission Order:_____

CERTIFIED COPY OF ORDER

574-2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the 12th day of November 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 to Release Cybersecurity Administrator funds from Contingency.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

ATTEST:

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

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

RECEIVED

NOV 0 5 2026

BOONE COUNTY
AUDITOR

BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET REVISION

RECEIVED

NOV 0 5 2026

BOONE COUNTY
AUDITOR

11/1/26
EFFECTIVE DATE

FOR AUDITORS USE

Dept	Account	Fund/Dept Name	Account Name	(Use whole $ amounts) Transfer From Decrease	Transfer To Increase
1123	86850	GF Emergency & Contingency	Contingency	32,142	
1170	48000	GF IT Administration	Telephones		18
1172	37200	GF IT Hardware & Software	Registration		25
1172	70100	GF IT Hardware & Software	Software Subscriptions		1,253
1174	10100	GF IT Technical Support	Salaries & Wages		20,712
1174	10200	GF IT Technical Support	FICA		1,585
1174	10300	GF IT Technical Support	Health Insurance		2,316
1174	10325	GF IT Technical Support	Disabilitiy Insurance		75
1174	10350	GF IT Technical Support	Life Insurance		23
1174	10375	GF IT Technical Support	Dental Insurance		105
1174	10400	GF IT Technical Support	Workers Comp		29
1174	10500	GF IT Technical Support	401(a) Match Plan		163
1174	10510	GF IT Technical Support	CERF-Employer pd Contribution		415
1174	23820	GF IT Technical Support	Computer Hardware <$1,000		281
1174	23850	GF IT Technical Support	Untagged Equipment & Tools		448
1174	70100	GF IT Technical Support	Software Subscriptions		2,899
1174	91301	GF IT Technical Support	Computer Hardware		1,795
				32,142	32,142

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):

Move Cybersecurity Admin from Contingency. Costs for Oct-Dec.

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):

Julia Reitz
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

Agenda

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

Auditor's Office

PRESIDING COMMISSIONER | **DISTRICT I COMMISSIONER** | **DISTRICT II COMMISSIONER**

Cost Center	Account	IT Seq #	Priority Level	Description	2026 Budget Request	QTY	Quoted Costs	Vendor Quote
1170	48000	819	130	Phone Services	$72	1	$18	Oct-Dec
1172	37200	819	130	KnowBe4	$25	1	$25	Annual True-up
1172	70100	819	130	Microsoft O365 + ATP	$370	1	$514	SHI #26616338
1172	70100	819	130	Microsoft CALS - Network	$100	1	$58	SHI #26616338
1172	70100	819	130	Softerra Adaxes - Active Directory Management	$5	1	$5	Annual True-up
1172	70100	819	130	Symantec Antivirus + Messaging Gateway	$47	1	$21	SHI #27881681
1172	70100	819	130	Cisco DUO	$65	1	$234	Huber #GL-37761R2
1172	70100	819	130	Citrix	$320	1	$175	Annual True-up
1172	70100	819	130	Microsoft CALS - Remote	$140	1	$154	SHI #26616338
1172	70100	819	130	Multi-Factor Authentication - eAgent 2FA	$35	1	$12	Annual True-up
1172	70100	819	130	Adobe Standard	$85	1	$0	Already have one
1172	70100	813	130	LastPass	$0	1	$80	1 of qty 10
1174	10100	819	130	SALARIES & WAGES	$82,846		$20,712	Oct-Dec
1174	10200	819	130	FICA	$6,338		$1,585	Oct-Dec
1174	10300	819	130	HEALTH INSURANCE	$9,264		$2,316	Oct-Dec
1174	10325	819	130	DISABILITY INSURANCE	$298		$75	Oct-Dec
1174	10350	819	130	LIFE INSURANCE	$90		$23	Oct-Dec
1174	10375	819	130	DENTAL INSURANCE	$420		$105	Oct-Dec
1174	10400	819	130	WORKERS COMP	$116		$29	Oct-Dec
1174	10500	819	130	401(A) MATCH PLAN	$650		$163	Oct-Dec
1174	10510	819	130	CERF-EMPLOYER PD CONTRIBUTION	$1,657		$415	Oct-Dec
1174	23820	819	130	Monitor	$500	2	$281	SHI #27914972
1174	23850	819	130	Desktop Phone	$650	1	$448	CMS #2602545-IN
1174	23855	819	130	Positional Furniture & Fixtures	$4,000	1	$0	Not needed
1174	70100	819	130	FootPrints Licenses	$3,700	1	$2,899	SHI #27881656
1174	91301	819	130	PC	$1,900	1	$0	Have a spare
1174	91301	819	130	Laptop	$2,000	1	$1,795	CDW #1CKXRK9
				TOTAL	$115,693		$32,142	

CERTIFIED COPY OF ORDER

575-2026

STATE OF MISSOURI } ea.
County of Boone

Term. 20

November Session of the October Adjourned 26

In the County Commission of said county, on the day of 20

the following, among other proceedings, were had, viz: 12th November 26

Now on this day, the County Commission of the County of Boone does hereby enter into the record the proclamation in honor of Veterans Day and in support of Operation Green Light for Veterans.

Done this 12th day of November 2026.

Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

ATTEST:

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

PROCLAMATION IN HONOR OF VETERANS DAY AND IN SUPPORT OF OPERATION GREEN LIGHT FOR VETERANS

Whereas, the residents of Boone County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

Whereas, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

Whereas, Boone County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

Whereas, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than $52 billion in federal health, disability, and compensation benefits each year; and

Whereas, approximately 200,000 service members transition to civilian communities annually; and

Whereas, an estimated 20% increase of service members will transition to civilian life in the near future; and

Whereas, studies indicate that 44% to 72% of service members experience high levels of stress during transition from military to civilian life; and

Whereas, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

Whereas, Boone County appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be granted; and

Whereas, Boone County encourages all residents, businesses, and organizations to recognize Operation Green Light for Veterans and shine a green light to let veterans know they are seen, appreciated, and supported.

Therefore, with designation as a Green Light for Veterans County, the Boone County Commission does hereby honor the service and sacrifice of our men and women in uniform, especially those transitioning from Active Service, and encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

IN TESTIMONY WHEREOF, this 12th day of November, 2026.

COUNTY OF BOONE MISSOURI

Kip Kendrick, Presiding Commissioner

Justin S. Aldred, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk