

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 22

County of Boone

} ea.

In the County Commission of said county, on the 29th 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 request by Do Something Right Now, Inc for a Conditional Use Permit to operate a support center at 313 Hogan Dr., Columbia, MO, subject to the following conditions:

- 1) That the support center use be approved under this conditional use permit with hours of operation limited to Monday and Wednesday 3 PM to 8 PM, Friday 10 AM to 3 PM, and Saturday from 12 PM to 5 PM.
- 2) That adequate off-street parking be provided in accordance with Section 14 of the Zoning Regulations and addressed through the commercial remodel of the building.
- 3) That the remodel be complete prior to beginning this Support Center activity.
- 4) The total number of people on the property be limited to 10, excluding the activity specifically supporting the food pantry use, such as deliveries, or the pantry standard operation hours of Sunday Noon to 5 PM.

Done this 29th day of March 2022.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

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County of Boone

In the County Commission of said county, on the

29th

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 request by Request by Green Acres Farm 1939, LLC to rezone from A-1 (Agriculture) to A-1P (Planned Agriculture) on 10 acres located at 12001 S. Highway 63, Ashland.

AND

Now on this day the Boone County Commission does hereby approve the request by Green Acres Farm 1939, LLC for a Review Plan for Green Acres Farm, 12001 S. Highway 63, Ashland.

Done this 29th day of March 2022.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

Daniel K. Atwill  
Presiding Commissioner

Justin Aldred  
District I Commissioner

Janet M. Thompson  
District II Commissioner

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In the County Commission of said county, on the

29th

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 request by VH Properties LLC to rezone from M-LP (Planned Light Industrial) to REC-P (Planned Recreational) on 5.32 acres located at 5885 W Van Horn Tavern Rd, Columbia.

AND

Now on this day the Boone County Commission does hereby approve the request by VH Properties LLC for a Review Plan for *Midway USA Campus*, located at 5885 W Van Horn Tavern Rd, Columbia with the following conditions:

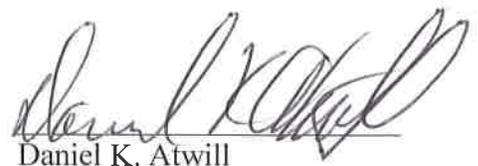
1. Under general notes number 4 Tract 3A add, a line labelled "d." "incidental retail sales and services accessory to the main use" (Subject to the approval of a Conditional Use Permit) to the Final Plan.
2. An agreement to resolve sewer concerns acceptable to the BCRSD and the Director of Resource Management must be finalized prior to the submission of the Final Development Plan.

Done this 29th day of March 2022.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

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March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 29th day of March 20 22

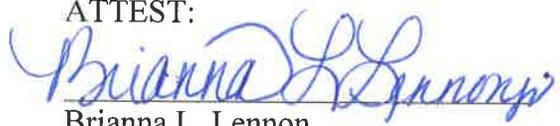
the following, among other proceedings, were had, viz:

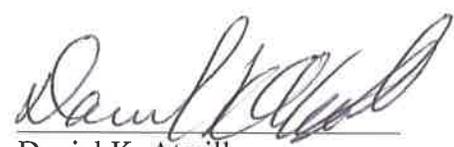
Now on this day, the County Commission of the County of Boone does hereby approve the request by VH Properties LLC to revise a review plan for Midway USA Campus in the M-LP (Planned Light Industrial) on 8.81 acres located at 5875 W Van Horn Tavern Rd, Columbia with the following conditions:

1. Under general notes number 4 Tract 3A add, a line labelled "d." "incidental retail sales and services accessory to the main use" (Subject to the approval of a Conditional Use Permit) to the Final Plan.
2. An agreement to resolve sewer concerns acceptable to the BCRSD and the Director of Resource Management must be finalized prior to the submission of the Final Development Plan.

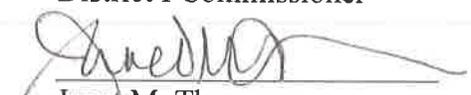
Done this 29th day of March 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

134-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 29th 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 request by MBK Investments to approve a Final Development Plan for Rock Bridge Business Park on 3.39 acres located at 5105 S Providence Rd, Columbia.

Done this 29th day of March 2022.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

135 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 29th 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 request by Old Hawthorne Development, LLC for a Final Plan for WW Commercial on 7.07 acres at 4172 E Highway WW, Columbia.

Done this 29th day of March 2022.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

136-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 2022

In the County Commission of said county, on the 29th day of March 20 22

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

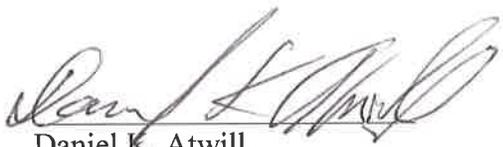
Now on this day, the County Commission of the County of Boone does hereby accept the Irrevocable Letter of Credit from Central Bank and Development Agreement between the County of Boone and Old Hawthorne Development, LLC., for WW Commercial Final Plan and Plat and authorizes the Presiding Commissioner to sign the development agreement.

Done this 29th day of March 2022.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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**WW COMMERCIAL**  
**PLANNED INDUSTRIAL DEVELOPMENT**  
**DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") is effective this 29<sup>th</sup> day of March, 2022, by and between **Old Hawthorne Development, L.L.C.** a Missouri limited liability Company ("Developer"), and the **County of Boone**, a Missouri political subdivision, (the "County"). The Developer and County may be referred to herein as the "Parties".

WHEREAS, Developer wishes to develop certain real estate as WW Commercial, a Planned Industrial Development ("Development"), under Boone County's zoning and subdivision regulations; and

WHEREAS, County has approved construction plans for the Development known as WW Commercial, Revision 1 dated 5/10/2021 (the "Approved Plans"), and has received notices of approval from the City of Columbia (for a sewer extension) and MoDOT (for road improvements to State Route WW) for planned infrastructure improvements; and

WHEREAS, it is intention of the parties for the Developer to post an irrevocable letter of credit benefitting County in order to secure these required infrastructure installations under its subdivision regulations, specifically Section 1.7.5, and the authority granted in RSMo Sec. 64.825, to facilitate the approval of Developer's final plat and final plan; and

WHEREAS, Developer understands that County will not be in a position to issue Occupancy Permits under its Building Code regulations for any of the properties subject to this agreement until the wastewater treatment installations are completed, functioning, and accepted by the City of Columbia for operation and maintenance; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Installation of wastewater infrastructure. Developer agrees to install the extension of the City of Columbia sanitary sewer line in accordance with permits to be issued by the City of Columbia as shown on the Approved Plans.
2. Installation of roadway improvements. Developer agrees to install improvements to State Road WW in accordance with permits to be issued by the Missouri Department of

Transportation (MoDOT) as shown on the Approved Plans.

3. Time for Completion. Developer agrees to complete the above-described improvements no later than the 1st day of May, 2023.
4. Security for Performance. To secure Developer's performance of its obligations under this Agreement, Developer agrees to provide County with security in the amount of **Four Hundred Thirty-Nine Thousand Seven Hundred Thirty-Five Dollars (\$439,735)** which County may use to apply for completion of the above-described improvements in the event Developer fails to complete said improvements within the time and manner required by County under its regulations. The security shall be provided to County as a condition precedent to the effectiveness of the agreement in the following form: **an irrevocable letter of credit, with the form of said irrevocable letter of credit to be approved by County and issued to the Treasurer of Boone County, Missouri.**
5. Use of Security. The Developer authorizes County to use, redeem, or otherwise obtain payment from the security described above for purposes of completing the improvements required by Developer under this Agreement in the event that such improvements are not completed within the time provided for in this Agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with all applicable regulatory requirements. Developer authorizes County to draw on the letter of credit upon written instructions from the Boone County Treasurer without further authorization or signature required from Developer. Upon successful completion of the infrastructure installation County will issue reduction certificates as appropriate to reduce the amount of the letter of credit, ultimately reducing the same to zero upon successful completion of all the contemplated infrastructure installation.
6. Additional Sums Due. In the event that the security provided herein is insufficient to complete the required improvements as determined by County, Developer will, upon demand from County, accompanied with a detailed itemization of requested additional sums, deposit with County such additional monies which, in the opinion of County, are required to complete the necessary improvements. In the event that Developer does not deposit required additional monies within ten (10) days the Developer shall be deemed in default of this Agreement.
7. Remedies Cumulative. Exercise or waiver by 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 attorney's fees, in enforcement of Developer's obligations under this Agreement.
8. Occupancy Permits. Developer understand and agrees that County will not issue occupancy permits under its Building Code until a permitted structure within the subject Development has a functioning sewer service with the City of Columbia.
9. General Terms.
  - a. Other laws: This Agreement will not affect Developer's obligations under, or the

operation of, any Boone County regulations or other law, including future changes, which will all remain in full effect.

- b. Nonappropriation: Notwithstanding any provision in this Agreement, any County obligation under this Development Agreement that requires County to expend funds is conditioned upon there being a sufficient, unencumbered fund balance appropriated for that purpose during the County's then-current fiscal year.
- c. Survival of Agreement upon annexation: This Agreement will survive the Development's annexation by any Missouri political subdivision. In the event of an annexation of the entire Development, the Parties may, however, amend this Agreement.
- d. Agreement to be recorded: This Agreement and any notices relating to it will be recorded in the Records of Boone County, Missouri, will run with the land, and will be binding upon and inure to the benefit of the Parties and their successors and assigns.
- e. Authority of signatories: Each person signing this Agreement on behalf of either of the Parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken and done.
- f. Amendments: The Parties may amend or modify this Agreement only by written instrument duly executed by the Parties.
- g. Severability: If a court holds any part, term, or provision of this Agreement to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
- h. Governing law: The laws of the State of Missouri shall govern this Agreement, and all actions to enforce this Agreement shall be filed in the Circuit Court of Boone County, Missouri.
- i. Completed agreement: All negotiations, considerations, representations, and understandings between the Parties are incorporated herein as the full and complete agreement of the Parties.
- j. Notice of default: Subject to the term and termination provisions below, no party

may declare a default of this Agreement until it gives written notice to the other party, and the defaulting party does not cure or start to cure the default within thirty (30) days after receiving that notice. If the defaulting party has started, and diligently proceeds, to cure the default, even if that cure extends beyond the above thirty(30) days, then the non-defaulting party will not bring legal action until the defaulting party fails to diligently complete that cure.

- k. Waiver:** No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor constitute a continuing waiver, nor be a waiver of any subsequent default or defaults unless provided for by a written amendment to this Agreement signed by the Parties.
- l. Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- m. No Third-Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.
- n. Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable law.
- o. Notice:** Any notice, demand, request, or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:
  - i. If to the County:**  
Boone County Resource Management  
Attn: Bill Florea, Director  
801 E. Walnut, Room 315  
Columbia, MO 65201
  - ii. If to the Developer:**  
Old Hawthorne Development, L.L.C.  
2604 North Stadium Blvd  
Columbia, MO 65202

*[The Balance of this Page is Intentionally Blank. Signatures Follow.]*

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IN WITNESS WHEREOF, the Parties hereby accept the terms of this Development Agreement as of the date first set forth above.

**THE COUNTY OF BOONE**

By:



Daniel K. Atwill, Presiding Commissioner

ATTEST:



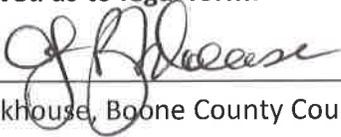
Brianna L. Lennon, Boone County Clerk

**Approved:**



Bill Florea, County Resource Management Director

**Approved as to legal form:**



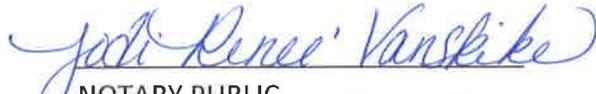
C.J. Dykhouse, Boone County Counselor

STATE OF MISSOURI            )  
  )ss  
COUNTY OF BOONE         )

On this 29<sup>th</sup> day of March, 2022, before me personally appeared Daniel K. Atwill, as Presiding Commissioner of the Boone County Commission, to me known to be the person described in and who executed the foregoing instrument on behalf of Boone County, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 29<sup>th</sup> day of March, 2022.

JODI RENEE VANSKIKE  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires: Nov. 29, 2024  
Commission # 20980174  
My Commission Expires: 11.29.2024

  
NOTARY PUBLIC  
Jodi Renee Vanskike  
(Print Name)

DEVELOPER:

OLD HAWTHORNE DEVELOPMENT, L.L.C.

By:

Billy G. Sapp  
Billy G. Sapp, Its Sole Member

STATE OF MISSOURI )  
 )ss  
COUNTY OF BOONE )

On this 17 day of MARCH, 2022, before me personally appeared **Billy G. Sapp, the sole member of Hawthorne Development, L.L.C.**, to me known to be the same person who executed the foregoing instrument on behalf of that LLC, and acknowledged that he executed the same as his free act and deed and with authority on behalf of said LLC for the purposes herein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in COLUMBIA, MISSOURI, this 17 day of MARCH, 2022.

Danielle Griffith  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for Boone County  
My Commission Expires: October 28, 2024  
ID. #12409201

Danielle Griffith  
NOTARY PUBLIC  
Danielle Griffith

(Print Name)

My Commission Expires: 10/28/2024



# Central Bank

## IRREVOCABLE LETTER OF CREDIT

NO. 2617058-0099

DATE: March 7, 2022

Amount: \$439,735.00

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 Old Hawthorne Development, L.L.C. ("Developer/Owner") up to an aggregate amount of \$439,735.00 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 #2617058-0099 Dated 03/07/2022."

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 **May 1, 2023**, provided further that upon such expiration, either at **May 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 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, AVP Commercial Banking



# Central Bank

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: Jaime Palmer, AVP Commercial Banking**

Re: The Central Trust Bank d/b/a Central Bank of Boone County Letter of Credit  
No.: 2617058-0099  
Dated: 3/7/2022  
In Favor of Boone County, Missouri on behalf of **Old Hawthorne  
Development, L.L.C.**

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. 2617058-0099 (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\*\*\*

**Central Bank of Boone County**  
**720 E. Broadway**  
**Columbia, MO 65201**  
**Attention: Jaime Palmer, AVP Commercial Banking**

Re: The Central Trust Bank d/b/a Central Bank of Boone County Letter of Credit  
No.: 2617058-0099  
Dated: 3/7/2022  
In Favor of Boone County, Missouri on behalf of **Old Hawthorne Development, L.L.C.**

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: \_\_\_\_\_

137-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 29th 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 receive and accept the following subdivision plats and authorizes the presiding commissioner to sign them:

1. Rockbridge Business Park Plat 1. S36-T48-R13W. Pending M-LP. MBK Investments, owner. Jay Gebhardt, surveyor.
2. County Downes Subdivision Plat 3. S11-T49N-R13W. R-S. McGowan, Kessler, Anderson, Kemp, Yanez, Acton, Schultz, owners. Kevin Schweikert, surveyor.
3. Kitley Point Plat 1. S33-T50N-R12W. A-2. Charles & Dawn Kitley, owners. David Butcher, surveyor.
4. G.D. Thomas Subdivision Plat 1. A-2. S34-T46N-R12W. Gary & Debbie Thomas, owners. Kevin Schweikert, surveyor.
5. 40-J Development Plat 1. S3-T48N-R14W. M-LP. 40 & J Development LLC, owner. David Butcher, surveyor.
6. Aunt Effie's Subdivision. S33-T50N-R13W. A-2. Grace B Butler Revocable, owner. Steven R. Proctor, surveyor.
7. Oldham Acres Plat 1. S35-T46N-R12W. A-2. Whirlwind Properties LLC, owner. James Jeffries, surveyor.
8. WW Commercial Final Plat 1. S16-T48N-R12W. Pending M-LP. Old Hawthorne Development LLC, owner. David Butcher, surveyor.

Done this 29th day of March 2022.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**Staff Report for County Commission**  
**RE: P&Z Agenda Items**  
**March 29, 2022**

**Bridget Early – Conditional Use Permit (appeal of a recommendation of denial by the Planning and Zoning Commission)**

The Planning and Zoning Commission reviewed this request at its March 17, 2022 meeting and voted to recommend denial on a unanimous vote for failure to meet conditional use criteria a, b, d, g, and e. The applicant submitted a timely appeal. The minutes of the March 17 meeting and the Boone County Zoning and Subdivision Regulations are entered into the record of this meeting.

The applicant is requesting a conditional use permit to create a private family cemetery. The application indicates that the cemetery would be one-acre in size and located on the common property line between the two lots. Staff notified 43 property owners about this request.

The following criteria are the standards for approval of a conditional use permit followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

(a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

In order to meet this criterion, it is important that the presence of the cemetery is documented in a manner that provides notice of its location to the public. Measures to provide such notice can include a recorded survey of the boundary and fencing the perimeter of the cemetery. The applicant has not provided any information to indicate their intent to permanently identify the location of the cemetery.

(b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

Missouri statutes provide a right of access, enforced by the sheriff, to persons wishing to visit a private cemetery that is surrounded by privately owned land if no public ingress is available. No public ingress is available to this proposed cemetery. Therefore, in the future, adjacent property owners or non-family owners of these lots could be forced to allow access to the cemetery which, could be injurious to the use and enjoyment of their property.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

There is no indication that the use will diminish or impair property values.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

A cemetery is a permanent installation. Its very nature raises questions about long term maintenance that extend beyond the lifespan of the current property owners. The application contains no indication of how the current owners intend to provide perpetual maintenance for the cemetery. Under Missouri law, maintenance of the cemetery can become the responsibility of the County. This is burdensome to the public. Lacking an adequate maintenance plan, the proposal does not meet this criterion.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

The proposed use could impede the normal and orderly development of surrounding property. There are rights associated with burial sites that limit the use of land. This could impede future development activities.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

The proposed use should not have any measurable effect on the flow of traffic.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

There are several cemeteries with available space in Boone County. There is no public necessity for a private family cemetery.

Staff recommended denial of the request for failure to meet criteria a, b, d, e, and g.

If the Commission chooses to approve the request, Staff recommends the following conditions:

- 1) A survey of the cemetery boundary including the proposed location of an access easement from W. Audubon Road, subject to the approval of the Director, be recorded in Office of the Boone County Recorder. The applicant shall bear the cost of the survey and the recording fees.
- 2) The applicant shall construct and maintain a fence around the perimeter of the cemetery.
- 3) Prior to issuance of the Conditional Use Permit, the applicant shall develop and implement a maintenance plan that ensures perpetual maintenance of the cemetery by a private entity. The plan shall identify the entity responsible for maintenance activities and a funding source with enough money to provide for perpetual maintenance. The plan is subject to approval by the Director.

### **Do Something Right Now-Conditional Use**

The Planning and Zoning Commission reviewed this request at its March 17, 2022 meeting and voted to recommend approval on a unanimous vote.

The property is located on Hogan Road in the Fairway Meadows development, approximately 700 feet south of E St Charles Road. It is

occupied by a single-family dwelling and an accessory building. The property is zoned R-M (Residential Moderate-Density) and is surrounded by R-M zoning. This is all original 1973 zoning.

The applicant is requesting a conditional use permit to establish a philanthropic institution, specifically a food pantry and support center, on a site smaller than 5 acres. The Food Pantry component was approved by the County Commission in December (Commission order 530-2021) while the support center was tabled until the desired use could be better defined. This site has been in use as a food pantry during the pandemic, and the applicants are working to modify the existing single-family residence into a more compliant structure with the food pantry/institution use, this change requires an Architect.

The original application identified support center as a use but lacked detail about what that entailed. Staff has met with the applicant who has since described support center activities as being small group counseling; more specifically described as life-coaching/life skills-oriented in small groups with a maximum of ten attendees. The hours of operation for the support center was proposed to be Daylight Hours, as defined by the Boone County Zoning Ordinance, seven days a week. The applicant has since agreed to reduced hours of operation as detailed later in this report.

The property scored 70 points on the point rating system.

The following criteria are the standards for approval of a conditional use permit, followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

(a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The support center use, once the building is properly remodeled under the supervision of a design professional licensed to practice in the State of Missouri, should comply with this criterion.

(b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

The operation of the food pantry generated complaints that brought knowledge of this facility to the attention of staff. Approval of the food pantry was granted with a restriction on hours of operation limiting food pantry operations to Sunday from noon to 5:00 PM. In discussion with the applicant, staff proposes limited hours of operation for the Support Center to Mondays and Wednesdays from 3 PM to 8 PM, Fridays from 10 AM to 3 PM, and Saturdays from 12 PM to 5 PM.

The applicant is making physical improvements to the property. When combined with limited hours of operation, the use should not be injurious to the use and enjoyment of other properties.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

The placement of a non-profit organization in the neighborhood it serves can grant many advantages to that organization. However, it is uncertain if there is a detrimental or advantageous impact on property values. Whether this criterion is met depends on the level of activity generated by the support center as regulated by hours of operation and intensity of use.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

The subject property is located on Hogan Road, a publicly maintained roadway. Utilities to serve the building are available. Parking for the support center may become an issue if sufficient amounts of off-street parking are not available but can be addressed through the building permit process.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

Fairway Meadows development is an older subdivision at the eastern edge of the City of Columbia. The surrounding property has already developed in a

manner consistent with its zoning. The support center use should comply with this criterion with conditions limiting the timing and intensity of use.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

The subject property is located on Hogan Road, a publicly maintained roadway. Resource Management staff have received inquiries about the lack of off-street parking, and excessive use of on-street parking restricting access. The support center use, as described in conversations with the applicants, may be able to meet this criterion with conditions restricting hours of operation, number of persons served, and provision of more parking on the site.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

The redevelopment of the site, when done under a commercial building permit, will comply with the applicable regulations of the R-M zoning district.

Zoning Analysis: The applicant is requesting a conditional use permit to operate a philanthropic institution on a site smaller than 5 acres specifically, a food pantry and a support center.

Traffic/parking impacts are the most visible element of expanded activity and traffic impacts are the source of the earlier zoning complaints. Limiting hours of operation and the number of people on the property are the best ways to reduce the impacts caused by traffic, whether vehicular or pedestrian. Such limitations can be structured around times where excessive traffic and on-street parking would cause congestion. Consideration of usable off-street parking spaces as part of any remodel work done to the existing structure would also mitigate these impacts.

Staff recommends approval of the conditional use permit with the following conditions:

- 1) That the support center use be approved under this conditional use permit with hours of operation limited to Monday and Wednesday 3 PM to 8 PM, Friday 10 AM to 3 PM, and Saturday from 12 PM to 5 PM.
- 2) That adequate off-street parking be provided in accordance with Section 14 of the Zoning Regulations and addressed through the commercial remodel of the building.
- 3) That the remodel be complete prior to beginning this Support Center activity.
- 4) The total number of people on the property be limited to 10, excluding the activity specifically supporting the food pantry use, such as deliveries, or the pantry standard operation hours of Sunday Noon to 5 PM.

### **Green Acres Farm 1939 – rezone and review plan**

The Planning and Zoning Commission reviewed this request at its March 17, 2022 meeting and voted to recommend approval on a unanimous vote.

The property is located at the southwestern corner of the intersection of Minor Hill Road and US Highway 63, adjacent to the city limits of Ashland to the east. The property has a substantial amount of flood plain and regulatory stream buffer present and is occupied by a house, barn, and grain bin. The property is zoned A-1(Agriculture) and is surrounded by A-1 zoning to the north, south, southeast, and west, with the City of Ashland to the northeast and east. The A-1 is original 1973 zoning. The Boone County Master Plan has designated this area as being suitable for agriculture and rural residential land uses. The property scored 55 points on the point rating system.

This proposal seeks to rezone 10 acres of the parent parcel to A-1P and utilize the density of that 10 acres to allow the platting of a 5.16-acre lot.

The remaining 4.84 acres will be unable to be developed. The sufficiency of resources test was used to analyze this request.

Utilities: Water is provided by Consolidated Water, the Boone Electric Cooperative provides electricity. The existing house is served by an on-site wastewater system.

Transportation: The subject property has access to US Highway 63, through an existing driveway.

Public Safety: The property is served by the Southern Boone County Fire Protection District.

Zoning Analysis: This request meets the sufficiency of resources test and does not change the overall character of the area

Staff recommended approval of this rezoning request and review plan.

### **VH Properties- Rezoning and Review Plan**

The Planning and Zoning Commission reviewed this request at its March 17, 2022 meeting and voted to recommend approval on a unanimous vote. This report will address both agenda items listed for VH properties.

This property is located on the north side of Van Horn Tavern Road approximately 1900 feet west of the intersection with U.S. 40. It is bounded on the north by I-70. The site is about 300 feet west of the Columbia municipal limits. The property included in these requests is Lot 3, 5.32-acres zoned M-LP (planned industrial) proposed to change to Rec-P (Planned Recreational) and a revision to Lot 4, 8.81-acres zoned M-LP (Planned Light Industrial) for a total of 14.13-acres for rezoning. Staff notified 17 property owners concerning this request.

The proposed changes involve shifting the lot lines between the two lots involved and changing the use for Lot 3 to allow for an indoor shooting range and incidental related facilities such as restaurant or cafeteria. Staff believes “incidental retail sales and services accessory to the main use” was mistakenly left off the Allowed Uses section. All three of these uses require Conditional Use Permit approval in addition to approval as part of the planned rezoning.

The Boone County Master Plan designates this area as suitable for commercial land use. The sufficiency of resources test was used to analyze this request.

Utilities: Water is provided by Consolidated Water and Boone Electric Cooperative provides power. The BCRSD owns and operates a collector wastewater system for the development. There are known issues with the wastewater system, and the BCRSD believes the added uses will create additional strain. The BCRSD has informed our office that there is a tentative agreement with the owner to resolve the wastewater issues that needs to be finalized.

Public Safety: The property is approximately 1.25 miles from the nearest Boone County Fire Protection District station, located near Henderson Road.

Transportation: The property has direct access on to Van Horn Tavern Road, a publicly maintained road.

Zoning Analysis: As Midway USA is transitioning to its new home at US Highway 40 & State Route J, the existing campus is in transition with the owner attempting to supplant its activities with other productive uses to benefit the community. The building on Lot 3 is proposed to be converted into an indoor rifle and pistol range with a significant focus on proper firearm training and safety. This use is not allowed in the M-L or M-LP district, so a Rec-P rezoning is sought. Conditional Use Permits will be needed before the main use and incidental uses are finally approved. The addition of the incidental retail sales as a Conditional Use needs to be added to the Allowed Use section on the Final Plan.

The change of uses will shift some of the traffic timing but should not be significantly more intensive than the existing industrial uses have historically been.

The property scored 80 points on the rating system.

Staff recommended approval of the Rezoning and Revised Review Plan subject to the following conditions:

1. Under general notes number 4 Tract 3A add, a line labelled “d.” “incidental retail sales and services accessory to the main use” (Subject to the approval of a Conditional Use Permit) to the Final Plan.
2. An agreement to resolve sewer concerns acceptable to the BCRSD and the Director of Resource Management must be finalized prior to the submission of the Final Development Plan.

### **MBK Investments - Final Development Plan**

The Planning and Zoning Commission reviewed this request at its March 17, 2022 meeting and voted to recommend approval on a unanimous vote.

The property is located on the outer road along S Providence Road, just north of the intersection of State Route K, Highway 163 and Providence Road. The 3.47-acre property is zoned R-M (Residential Moderate-Density). Rezoning to M-LP (Planned Light Industrial) with a Review Plan was approved in December 2021 (Order 531-2021).

Approval of this final plan will establish permanent M-LP zoning and allows the property to be developed as an industrial park.

The Boone County Zoning Ordinance, Section 6.2.14, Standards for Approval of the Final Development Plan identify 3 criteria for approval:

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

After review of the submitted Final Plan, staff has found that the plan meets these three criteria and is ready for approval.

Staff recommended approval of the final plan.

**Old Hawthorne Development, LLC – Development Agreement,  
Irrevocable Letter of Credit, and Final Development Plan**

The Planning and Zoning Commission reviewed this request at its March 17, 2022 meeting and voted to recommend approval on a unanimous vote.

The property is located on the south side of Highway WW approximately 450 feet west of the intersection of Highway WW and El Chaparral Avenue. The first rezoning to M-LP with a review plan was approved in December 2019, (Commission Order 510-2019). A revised review plan was approved in March 2021 (Commission Order 132-2021) subject to the following conditions:

1. The proposed lot 1 building facades contain a minimum of a brick “wainscoting” base and either real or faux fenestration to establish, to the passing public, a minimum level of appearance that is higher than a sheet-metal skin. Any building façade proposed for Lot 1 is subject to the approval of the Director of Resource Management.
2. That a privacy fence be added to screen the south and southeast property lines along the parking lot to minimize headlight sweep or strobe experienced by the adjoining residences further south and southeast. Some plantings are still expected to break-up and soften the mass of the fence. This component of the landscaping plan is subject to the approval of the Director of Resource Management.

The final plan before you corresponds to the revised review plan.

The findings of the sufficiency of services analysis for the rezoning and review plan indicated a need for extension of the City of Columbia sewer to the property and improvements to Route WW at the entrance to the development. Those infrastructure improvements are required to be constructed prior to approval of the final plan or guaranteed by financial security in a form acceptable to the County Commission. The developer has opted to provide financial security and has submitted a development agreement describing the infrastructure improvements that are to be

guaranteed and an irrevocable letter of credit in the amount of \$439,735, issued by Central Bank, as the financial security.

The Zoning Regulations state that the Commission shall approve a Final Development Plan when it is satisfied that:

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

Staff has reviewed the plan. All required information is accurately portrayed, and the plan conforms to the review plan.

The conditions imposed by the County Commission have been complied with and will be enforced during the actual site development and building construction.

Staff recommends **acceptance** of the development agreement, irrevocable letter of credit, and final plan.

## **Plats**

At its March 17 meeting, the Planning and Zoning Commission approved the following plats by consent:

- Rockbridge Business Park Plat 1
- County Downes Subdivision Plat 3
- Kitley Point Plat 1
- G.D. Thomas Subdivision Plat 1
- 40-J Development Plat 1
- Aunt Effie's Subdivision
- Oldham Acres Plat 1
- WW Commercial Final Plat 1

I ask that you waive the reading of the staff reports and authorize the clerk to insert the them into the meeting minutes.

## **Rockbridge Business Park Plat 1**

The subject property is located on the outer road along S Providence Road, just north of the intersection of State Route K, Highway 163 and Providence Road. The property is 3.47 acres in size and zoned R-M (Residential Moderate-Density). The property has the City of Columbia to the north and east, and R-S (Residential Single-Family) to the west, and south, with C-GP (Planned General Commercial) to the southeast. It has been used as a mobile home park until recently. There is currently an existing home and an accessory building on the site. This property was approved for a rezoning to M-LP (Planned Light Industrial) in December of 2021 with an affiliated review plan. The final plan for this property is on the March 2022 Boone County Planning & Zoning Commission agenda. This plat confirms the existing lot as a legal lot of record.

Utilities: The subject property is located in the City of Columbia Water & Light service area for water, is provided central sewer service by the City of Columbia, is in the Boone Electric Cooperative service area, and the Boone County Fire Protection District.

Transportation: The property has access on to the outer road along S Providence Road, a publicly dedicated, publicly maintained Right of Way. The applicant has submitted a request to waive the traffic study requirement.

Public Safety: The property is located in the Boone County Fire Protection District, with the station on Route K being closest for service.

The property scored 62 points on the rating system.

Staff recommended approval of the plat.

## **County Downes Subdivision Plat 3**

The subject property is predominantly located on the north side of Colchester Road approximately 2.5 miles north of the municipal limits of the City of Columbia and approximately 300 feet north of the intersection of Wade School Road and Colchester Road. The property is 17.11-acres in size. This proposal eliminates most of a “not for development” strip of land

formerly part of Pounds Place Sub Lot 5 by dividing portions of the strip and then combining these portions with the lot to the immediate south of each. The original Lot 5 of Pounds Place has retained a small portion of the original strip that is still not for development and proposed Lot 11A and 13A still have small “not for development” areas within their new lot configuration, where the portions of the strip go behind existing lots that chose not to participate in this replat. Each of the platted lots already has a house on it, with the exception of proposed Lot 5A, and the re-plat simply adds additional yard area to each lot behind each house. The property is zoned R-S (Residential Single Family) as is all the surrounding property. This is all original 1973 zoning.

Six of the lots in this plat have direct access to Colchester Road, a publicly dedicated, publicly maintained right-of-way. The remaining lot has frontage on Wade School Road. The applicant has submitted a request to waive the traffic study requirement.

The property is located in Consolidated Public Water Service District #1, the Boone Electric Cooperative service area. The site is 3.2-miles from the Boone County Fire Protection District station #5 on Prathersville Road. All lots are served by central sewer from the BCRSD.

The property scored 74 points on the rating system.

Staff recommended approval of the plat and granting the requested waivers

### **Kitley Point Plat 1**

The subject property is located approximately 1 mile to the west of the intersection of Mount Zion Church Road and State Route B, and roughly 3 miles south of Hallsville and 3 miles north of the city of Columbia. The subject property is 5 acres in size and is adjacent to other property held in the same ownership that is approximately 68.67 acres in size. The subject property has a house and several outbuildings present. The property is zoned A-2(Agriculture) and is surrounded by A-2 zoning. This is all original 1973 zoning. The proposal divides a 2.5-acre lot from the 5-acre

parent parcel, and the remainder is consolidated with additional property from the 68.67-acre tract in a concurrent administrative survey.

The lot has direct access on to Mount Zion Church Road, a publicly dedicated, publicly maintained right-of-way. The applicant has submitted a request to waive the traffic study requirement.

The subject property is located in Public Water Service District #4. There is existing domestic service to the house on the proposed lot.

There is an existing on-site wastewater system serving the house on this property. The applicant has submitted a request to waive the wastewater cost-benefit analysis requirement.

The accompanying administrative survey will be recorded concurrently with the plat.

The property scored 40 points on the rating system.

Staff recommended approval of the plat and granting the requested waivers

#### **G.D. Thomas Subdivision Plat 1**

The subject property is located at the intersection of Old Route A and State Route A, approximately 2 miles south of Ashland. The property is 12.43 acres in size and zoned A-2(Agriculture). This is original A-2 zoning and is surrounded by A-2 zoning. This proposal creates three lots at 2.74, 6.65, and 3.04 acres in size. The 2.74-acre lot has a house and two sheds on the property. The 2.74-acre lot received two variances from the Boone County Board of Adjustment under case number 006-2021.

The subject property has direct access on Old Route A and State Route A. Lot 1 has an existing access on to Old Route A. Lots 2 & 3 have access on to State Route A. Both roads are publicly dedicated, publicly maintained rights-of-way, with State Route A under Missouri Department of Transportation jurisdiction for driveway access and Old Route A under Boone County jurisdiction. The applicant has requested a waiver to the traffic study requirement.

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

On-site wastewater is proposed for all three lots, with an existing system serving the house on Lot 1. New systems will be constructed under permit with the Columbia/Boone County Health Department. The applicant has requested a waiver to the wastewater cost-benefit analysis requirement.

The property scored 48 points on the rating system. Staff recommended approval of the plat and granting the requested waivers.

#### **40-J Development Plat 1**

The property is located immediately southeast of the intersection of US Highway 40 and State Route J. In May 2020 the Planning and Zoning Commission Chairman & Secretary signed the Final Plan for this development triggering the zoning change to M-LP. The Final Plan was acknowledged by the County Commission in June of 2020, Commission Order 246-2020.

In September 2021 the Planning and Zoning Commission recommended approval of an M-LP PID Revised Review Plan. The County Commission approved the Revised Review Plan, Commission Order 408-2021.

The Revised Review Plan was approved with the same conditions as the original Review Plan and in November of 2021 a corresponding Final Development Plan was approved, Commission Order 493-2021.

The property is the site of the new Midway USA Campus with the main warehouse/distribution center building nearing completion. This plat creates a single 180.71-acre lot for the Campus and dedicates public road Right-of-Way and utility easements along all its road frontage. The plat is served by a BCRSD central sewer that is nearing completion.

The property is located in Consolidated Public Water Service District #1, the Boone Electric Cooperative service area. The site is 3.3-miles from the Boone County Fire Protection District station #9 on Henderson Road. All lots are served by central sewer from the BCRSD.

The property scored 65 points on the rating system.

Staff recommended approval of the plat.

### **Aunt Effie's Subdivision**

The subject property is located at the west end of Botner Road, approximately 7 miles northwest of the City of Columbia. The parent parcels are a 67-acre tract and a cemetery site. The proposal creates a 6.74-acre lot from these components, further identifying the cemetery site. The site has several small outbuildings present on the new lot. The property is zoned A-2(Agriculture) and is surrounded by A-2 zoning. This is all original 1973 zoning.

The subject property has direct access on to Botner Road, a publicly dedicated, publicly maintained right of way. The applicant has submitted a request to waive the traffic study requirement.

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

Any development of this property will use an on-site wastewater system, as permitted by the Columbia/Boone County Health Department. The applicant has submitted a request to waive the wastewater cost/benefit analysis requirement.

The cemetery is now more specifically located on the property and identified on the plat.

The property scored 11 points on the rating system.

Staff recommended approving the plat and granting the requested waivers.

### **Oldham Acres Plat 1**

Oldham Acres is approximately 2.5 miles south of Ashland city limits, located off East Zumwalt Road near the interchange of South Highway 63. The proposed plat creates three lots totaling 16.83 acres, creating a 5.04 acres lot, a 5-acre lot, and a 6.79-acre lot. A corresponding administrative survey was submitted to create a 10.18-acre tract and a 10.14-acre tract north of the minor plat. The admin survey tracts are served by a proposed private drive which would also potentially service the three tracts of the minor plat. The parent parcel is zoned A-2 (agriculture) and is bordered by A-2 to the north and east, A-1 (agriculture) to the south on the other side of Zumwalt Road, and A-R (agriculture-residential) to the west across Highway 63.

All three tracts have direct road frontage along East Zumwalt Road, a publicly dedicated and maintained right of way. All three parcels have frontage along the proposed private drive that would serve the corresponding parcels created by administrative survey. The surveyor submitted a written request to waive the traffic study requirement.

Water service is provided by Consolidated Water Supply District #1. Ameren will provide residential electric. Southern Boone Fire Protection District serves the area of the subdivision.

The applicant proposes on site wastewater systems. A preliminary sketch of potential lagoon locations was provided along with the minor plat. All future wastewater systems must be approved and inspected by the Columbia/Boone County Health Department. The surveyor has submitted a written request to waive a wastewater cost benefit analysis.

The plat scored 39 points on the points rating system.

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

### **WW Commercial Final Plat 1**

The property is located on the south side Highway WW approximately 450 feet west of the intersection of Highway WW and El Chaparral Avenue.

The plat creates the two lots shown on the final plan, with the front lot providing space for contractor's shops and the rear lot having an area for a

basketball gym. This plat creates a 3.62-acre and a 3.32-acre lot and dedicates public road Right-of-Way and utility easements along all its road frontage.

Infrastructure such as road improvements and public sewer extension are required, and the developer chose to bond those improvements along with entering into a development agreement.

The property is located in Public Water Service District #9, the Boone Electric Cooperative service area. The site is 550 feet from the Boone County Fire Protection District station #12 on El Chaparral Dr. All lots are served by central sewer from the City of Columbia.

The property scored 80 points on the rating system.

Staff recommended **Approval**.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 29th 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 Christopher Fishman-Weaver, Court IT's request to utilize OMNIA Cooperative Contract R210407 (Finance Enterprise Contract Agreement C000393) to purchase Technology Solutions, Products, and Services from World Wide Technology, LLC of St. Louis, Missouri.

This is a Term & Supply Contract that will be utilized by County Information Technology and 13<sup>th</sup> Judicial Circuit Court Information Technology.

Done this 29th day of March 2022.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** March 30, 2022  
**RE:** Cooperative Contract: *C000393 – Technology Solutions, Products, and Services (procured under OMNIA Cooperative Contract R210407)*

Christopher Fishman-Weaver, Court IT requests permission to utilize OMNIA Cooperative Contract R210407 (Finance Enterprise Contract Agreement C000393) to purchase Technology Solutions, Products, and Services from WORLD WIDE TECHNOLOGY, LLC of St. Louis, Missouri.

This is a Term & Supply contract that will be utilized by County Information Technology and 13<sup>th</sup> Judicial Circuit Court Information Technology.

**cc:** Contract File  
Aaron Gish, IT; Christopher Fishman-Weaver, Court IT

**PURCHASE AGREEMENT**  
**Technology Solutions, Products, and Services**

**THIS AGREEMENT** dated the 29<sup>th</sup> day of March 2022 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **WORLD WIDE TECHNOLOGY, LLC.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this **Purchase Agreement #C000393** for Technology Solutions, Products, and Services in compliance with all bid specifications and any addendum issued for the OMNIA Partners Contract **R210407**, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the OMNIA Partners Contract **R210407** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Technology Solutions, Products, and Services on an as needed basis. Vendor shall provide a quote from the contract for each order, and County will issue a Purchase Order.

3. **Contract Period** - The contract period is **April 1, 2022 through May 31, 2024**. Two (2) one-year renewal options are available after this initial contract period.

4. **Delivery** - Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.

All deliveries shall be freight prepaid, **F.O.B. Destination** and shall be included in all pricing offered unless otherwise clearly stated in written quote.

5. **Warranty** - The standard manufacturer warranty shall be provided to the County at the time of the County's acceptance.

6. **Billing and Payment** - All billing shall be invoiced to the County ordering department as detailed on the Purchase Order. Invoice must reference the Purchase Agreement number stated in paragraph 1 above. Billings may only include the prices listed on the quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

8. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

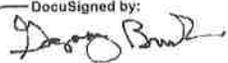
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

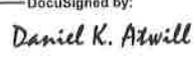
**WORLD WIDE TECHNOLOGY, LLC**

**BOONE COUNTY, MISSOURI**

By: Gregory Brush

by: Boone County Commission

DocuSigned by:  
  
 ESC8AD825C76425

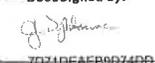
DocuSigned by:  
  
 BA4B934CED6E4EB

Area Vice President of Public Sector Strategic Programs

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
  
 7B74DEAEB9D74DD

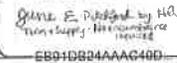
DocuSigned by:  
  
 D267E2428FB948C

County Counselor

County Clerk

**AUDITOR CERTIFICATION**

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

DocuSigned by:  
  
 E801DB24AAAG40D

3/22/2022

County-Wide Term & Supply

Signature

Date

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 20 22

In the County Commission of said county, on the 29th day of March 20 22

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

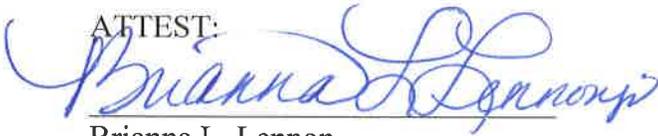
Now on this day, the County Commission of the County of Boone does hereby approve the Road & Bridge Department's request to utilize the State of Missouri NASPO Valuepoint Cooperative Contract CC190146001 – Professional Grade Tools and Diagnostic Equipment to purchase two KRL1033 toolboxes with LED PoweTop and tool sets from Snap-On Industrial, LLC

Cost of the purchase is \$59,888.16 and will be paid from department 2042 – RB Fleet Maintenance Operations, account 91300 – Machinery and Equipment

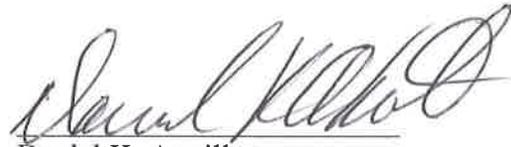
This is a term and supply contract that has an initial term ending June 30, 2023.

Done this 29th day of March 2022.

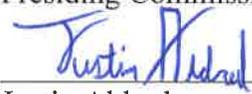
ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner



# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: March 30, 2022  
RE: Cooperative Contract: State of Missouri Contract CC190146001 –  
Professional Grade Tools and Diagnostic Equipment

Road & Bridge requests permission to utilize the State of Missouri NASPO Valuepoint cooperative contract *CC190146001 – Professional Grade Tools and Diagnostic Equipment* to purchase two KRL1033 toolboxes with LED PoweTop and tool sets from Snap-On Industrial, LLC

Cost of the purchase is \$59,888.16 and will be paid from department 2042 – RB Fleet Maintenance Operations, account 91300 – Machinery and Equipment

This is a term and supply contract that has an initial term ending June 30, 2023.

cc: Greg Edington, RB  
Contract File

140-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

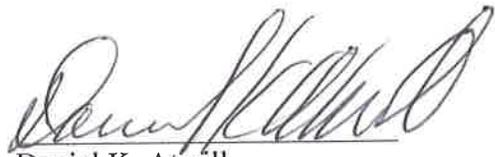
Term. 2022

In the County Commission of said county, on the 29th day of March 20 22

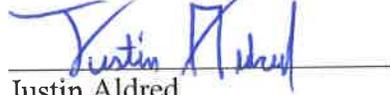
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the City of Columbia Animal Control Services Cooperative Agreement.

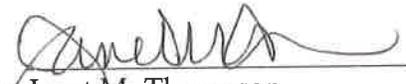
Done this 29th day of March 2022.



Daniel K. Atwill  
Presiding Commissioner

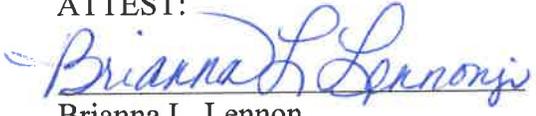


Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



**AGREEMENT**

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

IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed by and between the Parties as follows:

1. The City agrees to provide the equivalent of two and one-third full-time (2.33 F.T.E) benefited animal control officers for services to Boone County residents living outside the corporate limits of the City. All officers so provided shall be suitably trained employees of the City.

2. The City will provide appropriate materials and supplies associated with supporting the personnel listed in paragraph 1.

3. The City enters into contracts with the Central Missouri Humane Society, a Missouri not-for-profit corporation, for the provision of office space, veterinary care, and kennel facilities. Copies of any such future contracts between the City and the Humane Society or other provider for these services during the term of this agreement shall be forwarded to the Boone County Commission for informational purposes.

4. Capital items previously purchased by the City to provide Animal Control services for Boone County, the cost of which has been reimbursed by the County, shall continue to be used to provide services under this agreement. Such items, however, shall be returned to the County within thirty (30) days of termination of this agreement unless the parties, by written agreement, provide otherwise.

5. The County shall pay City a proportionate share (33%) of the personnel costs, materials and supplies, utilities, travel and training, and other miscellaneous services and intra-governmental charges of the Animal Control division of the City's Public Health and Human Services Department to fulfill its obligations under this agreement. The proportionate amount shall be determined by dividing the total cost for each such category by the number of City animal control officers and multiplying that number by the two and one-third (2.33) full-time equivalent employees provided County under this agreement.

6. An estimate of the County's annualized cost under this agreement is set forth in Schedule A which is attached to and made a part of this agreement.

7. The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2023, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually. The annual reconciliation will be conducted consistent the parties' established course of dealing and will include the following:

- A. Program revenues and related program expenses arising from activities that pertain solely to the City will be set apart to the City and program revenues and related program expenses arising from activities that pertain solely to the County will be set apart to the County.
- B. All other program revenues and related program expenses will be netted and the balance of expenses shall be allocated between the parties consistent with their planned funding of this joint department (67% to City and 33% to County).

8. During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

9. This agreement shall be in full force and effect during calendar year 2022; provided, however, that

either party may terminate this agreement upon thirty (30) days written notice of the other party.

10. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

11. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year last written below.

**THE CITY OF COLUMBIA, MISSOURI**

DocuSigned by:  
BY: De'Carlton Seewood  
De'Carlton Seewood, City Manager

Date: 3/9/2022 *SKL*

ATTEST:

DocuSigned by:  
[Signature]  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
[Signature] *DS RW*  
Nancy Thompson, City Counselor/rw

**BOONE COUNTY, MISSOURI**

BY: \_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

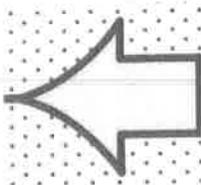
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

[Signature]  
C.J Dykhouse, County Counselor



Certification:

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

[Signature] *03/15/2022*  
Boone County Auditor Date  
1730-84200 \$253,576.00

either party may terminate this agreement upon thirty (30) days written notice of the other party.

10. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year last written below.

**THE CITY OF COLUMBIA, MISSOURI**

DocuSigned by:  
BY: De'Carlton Seewood  
De'Carlton Seewood, City Manager

Date: 3/9/2022 *SKL*

**ATTEST:**

DocuSigned by:  
[Signature]  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature] DS  
RW  
Nancy Thompson, City Counselor/rw

**BOONE COUNTY, MISSOURI**

BY: 3/29/2022  
Daniel K. Atwill, Presiding Commissioner

Date: [Signature]

**ATTEST:**

[Signature]  
Brianna Lennon, County Clerk

**APPROVED AS TO FORM:**

[Signature]  
C.J. Dykhouse, County Counselor

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

[Signature] by jj 03/15/2022  
Boone County Auditor Date  
1730-84200 \$253,576.00

SCHEDULE A

**ANIMAL CONTROL**

Personnel (2.33 FTE) \$157,497

Materials and Supplies \$7,372

Training and Schools \$1,050

Intra-governmental \$20,705

Charges

Utilities, Services, \$66,952

& Other Miscellaneous

**Total** \$253,576

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

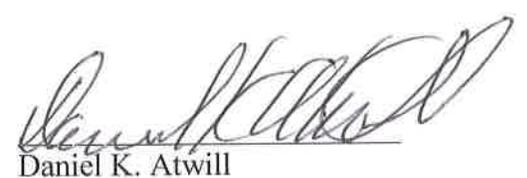
Term. 2022

In the County Commission of said county, on the 29th day of March 20 22

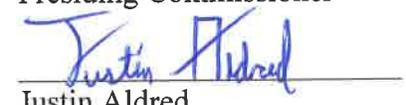
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the City of Columbia Public Health Services Cooperative Agreement.

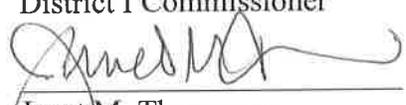
Done this 29th day of March 2022.



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



AGREEMENT

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

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

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2022. Public Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

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

I.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Public Health and Human Services.

II.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

IV.

For the agreed upon amount specified in Article X, the City agrees to provide periodic health screenings, immunizations, and other services in incorporated municipalities in Boone County.

V.

For the agreed upon amount specified in Article X, the City agrees to provide environmental public health services outside the City of Columbia. Services shall include, but not be limited to, enforcement of the Boone County Food Code and Nuisance Ordinance and investigation of environmental health hazards.

VI

For the agreed upon amount specified in Article X, the City agrees to enforce the Boone County onsite wastewater ordinance.

VII.

For the agreed upon amount specified in Article X, the City agrees to administer up to seven thousand dollars in utility assistance services to eligible Boone County residents. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection, and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the Director of Public Health and Human Services. The seven thousand dollars is included in the Agreed Upon Amounts indicated in Article X.

VIII.

For the agreed upon amount specified in Article X, the City will administer up to five thousand dollars for the medication assistance program to eligible indigent County residents. The five thousand dollars is included in the Agreed Upon Amounts indicated in Article X.

IX.

The City hereby agrees that the Director of Public Health and Human Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

X.

Agreed Upon Amounts		Program Cost <sup>1</sup>
Public Health Services: Administration, Clinic & Nursing, Environmental Health, Social Services, WIC, Utility Assistance, Medication Assistance	1410-84200	\$1,353,536
On-Site Sewage <sup>1</sup>	1740-84200	\$130,298
<b>TOTAL</b>		<b>\$1,483,834</b>
<sup>1</sup> On-Site sewage revenues are deposited directly with Boone County.		

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2023, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually. The annual reconciliation will be conducted consistent the parties' established course of dealing and will include the following:

- A. Program revenues and related program expenses arising from activities that pertain solely to the City will be set apart to the City and program revenues and related program expenses arising from activities that pertain solely to the County will be set apart to the County.
- B. All other program revenues and related program expenses will be netted and the balance of expenses shall be allocated between the parties consistent with their planned funding of this joint department (67% to City and 33% to County).

XII.

During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

XIII

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

XIV

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

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

THE CITY OF COLUMBIA, MISSOURI

DocuSigned by:  
BY: De'Carlon Seewood *CS*  
De'Carlon Seewood, City Manager  
Date: 3/9/2022

ATTEST:

DocuSigned by:  
*Sheela Amin*  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Nancy Thompson* <sup>DS</sup> *RTW*  
Nancy Thompson, City Counselor/rw

BOONE COUNTY, MISSOURI

BY: *Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner  
Date: 3/29/22

ATTEST:

*Brianna Lennon*  
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

*C.J. Dykhouse*  
C.J Dykhouse, County Counselor

**Certification:**

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

*Jane Pitchford by jk*      *03/15/2022*  
Boone County Auditor      Date

*SEE Page 2 for amounts*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 2022

County of Boone

In the County Commission of said county, on the

29th

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 Budget Amendment for Department 2901.

Done this 29th day of March 2022.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner



## Leasa Quick

---

**From:** David Alexander  
**Sent:** Monday, March 7, 2022 3:28 PM  
**To:** Brian Leer; Leasa Quick  
**Subject:** Insurance replacement for 22733 (Machens quote attached)  
**Attachments:** Boone Co PI Utility 2022-03-07.pdf

Brian & Leasa,

I'm forwarding the Machens quote for what would be the insurance replacement for 22733 (totalled by MOPERM per Angela on 03/07/2022). Price is the same as what the 2022 budget replacements we ordered back in early February.

\* Please note the order window is close to closing for the 2022MY. Kelly thinks it will be about two weeks from now, but it has not been announced. I looked at last year and it was around the end of March (03/23). If we don't get it ordered before the 2022MY order bank closes, we could likely not have an opportunity to order again until September when 2023MY pricing is announced and the 2023MY order bank opens. As of today, order fulfillment is 30+ weeks (per Ford) and Kelly says he is seeing 40+ weeks. Just to review what has been happening lately, our 2022 budget orders are on an indefinite material hold due to a circuit board shortage related to the rear HVAC option we spec'd this year. Kelly is still optimistic that those units will be built this year (2022MY) versus getting delayed into the 2023MY batch.

Anyway, I know two weeks isn't much time when it comes to moving stuff like this through county channels, but I wanted to do my part and see what happens.

Thanks,  
Dave

---

**From:** KELLY SELLS <ksells@machens.com>  
**Sent:** Monday, March 7, 2022 15:00  
**To:** David Alexander <DAlexander@boonecountymo.org>  
**Subject:** Re: Insurance replacement

[External Source] Take caution! This communication originated outside of boonecountymo.org. DO NOT CLICK links or attachments unless they are familiar to you and you feel the content is safe. DO NOT SHARE information with unfamiliar senders.

Order cut-off could happen anytime! See updated quote... —\*

Thank you,  
**Kelly Sells**  
Fleet Manager  
Joe Machens Ford  
Columbia, MO  
573-777-1089 (Office)

## Leasa Quick

---

**From:** Angela Ayers  
**Sent:** Monday, March 7, 2022 12:35 PM  
**To:** David Alexander  
**Cc:** Leasa Quick; Brian Leer; Angela Wehmeyer  
**Subject:** John Hayes Vehicle C17481

This vehicle has been appraised and is deemed a total loss. MOPERM advised the ACV of the vehicle is \$22,841.50 less the \$1,000 deductible. The net payment for this vehicle will be \$21,841.50.

Dave, please advise once all BCSO equipment has been removed. Also, please let me know if any equipment was damaged in the accident.

Angela

**Vehicle 22733 Insurance Replacement - Installation and Equipment**

<b><u>MAKE</u></b>	<b><u>MODEL</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>Price</u></b>
Pro-Gard	WB47NPUINT20	Pair window bars 2020 Utility (OEM Panels only)	176.64
Pro-Gard	S4705UINT20	Rear seat and cargo barrier 2020 Utility	977.04
Pro-Gard	TK47UINT20A	Transfer Kit, Includes hardware and 1/4" air bag compatible filler panels	186.99
Pro-Gard	RP47UINT20	Recess panel	77.28
Pro-Gard	SP47BS20	Pair - Lower extension panels (for use with recess panel)	77.28
Pro-Gard	SHIPPING	Will vary based on truck freight, but assume \$100 per vehicle build	100.00
Whelen	SAK66D	Whelen SA315P siren speaker bracket for 2020 Ford Interceptor Utility - DRIVER	15.00
Whelen	SAK66P	Whelen SA315P siren speaker bracket for 2020 Ford Interceptor Utility - PASSENGER	15.00
Whelen	W-01-0419263-00	Whelen part number for Howler bracket (2020 Ford PIU)	72.57
Havis	C-VS-1508-INUT	Console vehicle specific; Ford Interceptor Utility 2020 specific - 23" low-profile console	343.96
Havis	PROKIT-2	Adapter kit for ProGard partition to Havis box	20.35
Havis	C-HDM-1006	Heavy-duty floor mount for computer pedestal stand	90.38
Havis	C-OHB-106	Overhead equipment mounting bracket	39.22
Havis	C-SBX-101	Universal storage box for utility vehicles	447.00
Havis	C-SBX-101-KIT-5	2020 Ford PIU mount for Havis universal storage box	158.45
Havis	SHIPPING	Will vary based on truck freight, but assume \$50 per vehicle build	80.00
Panorama	RB-TSH-BOONECP-001	Panorama LMR radio/Cellular/Wi-Fi/GPS antenna	390.00
Panorama	SHIPPING	Panorama shipping charges, will vary, but around \$5 per antenna	35.00
<b><u>Total Equipment less than \$1,000</u></b>			<b><u>3,302.16</u></b>
911 Custom	INSTALLATION	911 Custom - Configuration #1 - Enforcement Utility	2,150.00
Decals	INSTALLATION	Decals for marked ENF vehicles	750.00

# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

March 7, 2022

State Contract # CC220022004

Boone County

Subject: Joe Machens Proposal on a 2022 Ford Police Interceptor Utility AWD

To: Whom It May Concern;

As per the requested quote on a 2022 Ford Police Interceptor Utility, Joe Machens Ford proposes the following. The Ford PI Utility includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

### Price – Line Item / Dealer Code - Option

**\$35,285 – Line 32 & 40 / K8A – PI Utility All wheel drive (Incl Prep Cost)**

### Included Standard Options (incl in price above)

~~\$N/C – 99B / 44U – 3.3L V6 Gas Engine~~  
~~\$N/C – 16C – 1st & 2nd Row Carpet Flooring~~  
~~\$N/C – 17T – Cargo Dome Lamp - Red/White~~  
~~\$N/C – 18D – Global Lock / Unlock feature~~  
~~\$N/C – 43D – Dark Car Feature~~  
~~\$N/C – 47A – Police Engine Idle feature~~  
~~\$N/C – 51R – Spot Lamp Driver Side (LED)~~  
~~\$N/C – 549 – Heated Mirrors~~  
~~\$N/C – 55F – Remote Keyless Entry Key Fob~~  
~~\$N/C – 60A – Pre-Wiring grille, siren, speaker~~  
~~\$N/C – 60R – Radio Noise Suppression Bonds~~  
~~\$N/C – 61B – OBD-II Split Connector~~

~~\$N/C – 65L – 18" Full Wheel Covers~~  
~~\$N/C – 76D – Underbody Deflector Plate~~  
~~\$N/C – 76R – Reverse Sensing~~  
~~\$N/C – 86T – Tall Lamp / PI Housing Only~~  
~~\$N/C – STD – Front Headlamp/PI Housing Only~~  
~~\$N/C – STD – Class III Trailer Tow Receiver~~  
~~\$N/C – STD – Trailer Tow Lighting Pkg~~  
~~\$N/C – STD – Remappable switches steer. wheel~~  
~~\$N/C – STD – Rear Camera, in Center Stack~~  
~~\$N/C – STD – Bluetooth (SYNC)~~  
~~\$N/C – STD – Interceptor Badge~~  
~~\$N/C – F6 – Rear Cloth Seat~~

### Deleted Standard Options (Included in Total price below)

~~(-\$20) – Line 35 / (-16C) – 1st & 2nd Row Carpet Flooring DELETE, replaced with Vinyl~~  
~~(-\$20) – Line 37 / (-65L) – 18" Full Wheel Covers DELETE, replaced w/ black wheels / 5" chrome caps~~

### Added Optional equipment (Included in Total price below)

~~\$0 – Line 61 / 16D – Interceptor Badge DELETE~~  
~~\$276 – Line 61 / 63B – Side marker LED~~  
~~\$153 – Line 61 / 52P – Hidden door plungers, rear door handles, locks and windows inoperable~~  
~~\$176 – Line 61 / 67V – Police wire harness connector kit (front / rear)~~  
~~\$49 – Line 61 / 59F – Fleet Keyed Alike (Not fobbed alike)~~  
~~\$417 – Line 61 / PTS – Shock Sensor w/ Alarm & Install OBD-II Split Connector (Installed)~~  
~~\$42 – Line 61 / 85R – Rear Console Plate~~  
~~\$0 – YZ – Exterior Color: Oxford White~~  
~~(-\$20) – Line 39 / (-F6) – Rear Cloth Seat DELETE, replaced with Rear Vinyl Seat (96)~~  
~~\$0 – Line 60 / CPU – Delivery~~

### Total

~~\$36,338 per vehicle (2022 Ford Police Interceptor Utility AWD)~~

~~+\$600 – Line 29 / 17A – Rear Auxiliary Air~~

~~\$36,938 per vehicle (2022 Ford Police Interceptor Utility AWD)(w/ Rear Auxiliary Air)~~

~~Order cutoff could happen within next 2 weeks or sooner, without notice!~~

...continued on following page...



# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 746-4454 • www.machens.com

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



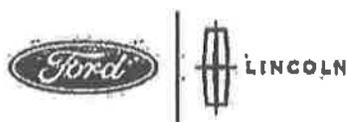
Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com

**Options to Consider to Delete** (Delete from Total above if desired and note)

- (-\$45) – Line 61 / (-17T) – Cargo Dome Lamp - Red/White DELETE
- (-\$0) – Line 61 / (-18D) – Global Lock / Unlock feature DELETE
- (-\$20) – Line 61 / (-43D) – Dark Car Feature DELETE
- (-\$100) – Line 61 / (-47A) – Police Engine Idle feature DELETE
- (-\$240) – Line 61 / (-51R) – Spot Lamp Driver Side (LED) DELETE
- (-\$50) – Line 61 / (-549) – Heated Mirrors DELETE
- (-\$250) – Line 61 / (-55F) – Remote Keyless Entry Key Fob DELETE
- (-\$40) – Line 61 / (-60A) – Pre-Wiring grille, siren, speaker DELETE
- (-\$80) – Line 61 / (-60R) – Radio Noise Suppression Bonds DELETE
- (-\$40) – Line 61 / (-61B) – OBD-II Split Connector DELETE – Allowed 2 devices to connect to OBD-II port
- (-\$190) – Line 61 / (-76D) – Underbody Deflector Plate DELETE
- (-\$120) – Line 61 / (-76R) – Reverse Sensing DELETE
- (-\$50) – Line 61 / (-86T) – Tail Lamp / PI Housing Only DELETE

**Options to Consider to Add** (Add to Total above if desired and note)

- \$195 – Line 61 / 68E – Low-Band Frequency Noise Suppression Kit (39 – 46 MHZ range, Channels 1-9)
- \$3,500 – Line 33 / 99W / 44B – Hybrid Engine 3.3L in lieu of std engine
- \$4,300 – Line 34 / 99C / 44U – EcoBoost Engine 3.0L in lieu of std engine
- \$470 – Line 38 / 64E – 18" Aluminum Wheels in lieu of Steel
- \$600 – Line 36 / 17A – Rear Auxiliary Air
- \$330 – Line 61 / 19V – Rear Camera – on demand
- \$0 – F6 – Interior: Ebony Cloth Front Buckets, Rear Cloth Bench Seat
- \$533 – Line 61 / 67U / 60A / 85R – Ultimate wiring package



Commission Order: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACT AMENDMENT NUMBER ONE  
FOR  
(1) 2022 FORD POLICE INTERCEPTOR UTILITY AWD**

The Agreement CC220022004 dated the 8th day of February 2022 made by and between Boone County, Missouri and McLarty CMFO, LLC, d/b/a Joe Machens Ford Lincoln for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** one (1) 2022 Ford Police Interceptor Utility AWD vehicles as described in the Quote dated March 7, 2022 signed by Kelly Sells on behalf of the Contractor and referenced as **Attachment One** to this contract amendment and incorporated into the contract by reference.

	<u>Unit Price</u>
<b>2022 Ford Police Interceptor Utility (K8A) 3.3L V6 Direct injection FFV Engine (line item 32 CC220022004)</b>	
<b>\$34,190.00</b>	
• Preparation Cost (line item 40)	\$1,095.00
• 3.3L V6 Gas Engine (99B/44U)	Std
• DELETE – 1 <sup>st</sup> & 2 <sup>nd</sup> Row Carpet Flooring (16C) (See Credit Below)	Do Not Equip
• Cargo Dome Lamp – Red/White (17T)	Std
• Global Lock/Unlock Feature (18D)	Std
• Dark Car Feature (43D)	Std
• Police Engine Idle Feature (47A)	Std
• Spot Lamp Driver Side (LED) (51R)	Std
• Heated Mirrors (549)	Std
• Remote Keyless Entry Key Fob (55F)	Std
• Pre-Wiring Grille, Siren, Speaker	Std
• Radio Noise Suppression Bonds (60R)	Std
• OBD-II Split Connector (61B)	Std
• DELETE – 18" Full Wheel Covers (65L) – See Credit Below	Do Not Equip
• Underbody Deflector Plate (76D)	Std
• Reverse Sensing (76R)	Std
• Tail Lamp /PI Housing Only (86T)	Std
• Front Headlamp/PI Housing Only	Std
• Class III Trailer Tow Receiver	Std
• Trailer Tow Lighting Package	Std
• Remappable Switches Steering Wheel	Std
• Rear Camera in Center Stack	Std
• Bluetooth (SYNC)	Std
• DELETE - Interceptor Badge (Standard)	Do Not Equip
• DELETE – Rear Cloth Seat (Standard)	Do Not Equip

**Deleted Standard Options (Included in Total Prices Below)**

- 1<sup>st</sup> & 2<sup>nd</sup> Row Carpet Flooring – DELETE – Replace with Vinyl (-16C)(-\$20.00)
- 18" Full Wheel Covers - DELETE (-65L) –  
Replace with Black Wheels/5" Chrome Center Caps (-\$20.00)

**Added/Deleted Optional Equipment (Included in Total Prices Below)**

- Interceptor Badge DELETE (Line 61/16D) No Charge
- Side marker LED (Line 61/63B) \$276.00
- Hidden Door-Lock Plungers with Rear Door Controls Inoperable  
(Locks, Handles, and Windows) (Line 61/52P) \$153.00
- Police wire harness connector kit (front/rear) (Line 61/67V) \$176.00
- Fleet keyed alike (Not fobbed alike) (Line 61/59F) \$49.00
- PTS - Shock Sensor with Alarm & install \$417.00  
OBD-II Split Connector (installed) (Line 61/PTS)
- Rear Console Plate (Line 61/85R) \$42.00
- Exterior Color: TBD No Charge
- Rear Cloth Seat DELETE  
– replaced with vinyl rear seat (Line 39/F6) (\$20.00)
- Delivery Fee (Line 60) No Charge
- Rear Auxillary Air (Line 29/17A) \$600.00

**\* FIRM, FIXED PER EACH**

**GRAND TOTAL STANDARD CONFIGURATION -  
WITH AUXILIARY REAR AIR**

**\$36,938.00/EA**

2. All other terms and conditions of the original contract shall remain the same and apply hereto.

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

**MCLARTY CMFO, LLC  
JOE MACHENS FORD LINCOLN**

**BOONE COUNTY, MISSOURI**

by \_\_\_\_\_

by: Boone County Commission

title \_\_\_\_\_

\_\_\_\_\_  
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
County Clerk



Year	2022	Original Appropriation	25,000.00
Dept	2900 LEST NON-DEPARTMENTAL	Revisions	
Acct	86800 EMERGENCY	Original + Revisions	25,000.00
Fund	290 LAW ENFORCEMENT SERVICES FUND	Expenditures	
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	
Account Type	E EXPENSE	Remaining Balance	25,000.00
Normal Balance	D DEBIT	Shadow Balance	25,000.00

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

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