

235-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term 20

In the County Commission of said county, on the 31st day of May 2220

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

Now on this day, the County Commission of the County of Boone does hereby approve a conditional use permit for Victory Baptist Church to operate a daycare for up to 60 children in the A-R (Agriculture-Residential) zoning district on 10 acres located at 9401 E I-70 Drive NE, Columbia subject to the following conditions:

1. That the commercial remodel of the accessory building, done under the direction of a licensed design professional, is completed prior to opening the day-care facility.
2. That the accessory building be connected to the Boone County Regional Sewer District wastewater treatment plant at Lenway Estates for wastewater treatment or an onsite wastewater system under permit of the State of Missouri, *or a system approved by the Boone County, Columbia, health department.*

Done this 31st day of May 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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Te~~22~~. 20

In the County Commission of said county, on the 31st day of May 22 20

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

Now on this day, the County Commission of the County of Boone does hereby **approve** the request by Michael R & Cheryl Ann Steffan to rezone from A-2 (Agriculture) to A-2P (Planned Agriculture) on 20.32 acres located at 5480 E Spiva Crossing Rd, Hallsville.

AND

Now on this day the County Commission of the County of Boone does hereby **approve** the request by Michael R & Cheryl Ann Steffan for a Review Plan for Steffan Crossing, at 5480 E Spiva Crossing Rd, Hallsville subject to the following conditions:

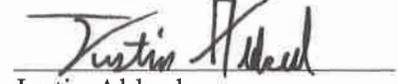
1. The existing lagoon on the proposed 5-acre Family Transfer Lot is relocated to the 15.32-acre Administrative Survey Lot before submittal of a Final Plan.
2. That a 33' halfwidth roadway easement and 20' utility easement along Spiva Crossing Road are granted to Boone County concurrent to the approval of the Administrative Survey and Family Transfer.

Done this 31st day of May 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

337-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Termin. 20

In the County Commission of said county, on the 31st day of May 22 20

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. King Ranch Plat 1. S4-T49N-R12W. A-2. Wildwood Enterprises, owner. David Butcher, surveyor.
2. Hidden Brook Subdivision Plat 1. S16-T48N-R14W. A-2. James Edward Maxwell ETAL, owner. James B. Patchett, surveyor.
3. Ray's Ridge Plat 1. S18&19-T50-R13W. A-2. Roy H. & Sheila B. Ray, owners. Steven Proctor, surveyor
4. Gilpin Place. S26-T46N-R12W. A-2. Lester W Gilpin, Alison K Gilpin, Roxanne M. Gilpin and William D. Stone, owners. Steven R Proctor, surveyor.

Done this 31st day of May 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

*Jane M. Thompson*

Jane M. Thompson  
District II Commissioner

**Staff Report for County Commission**  
**RE: P&Z Agenda Items**  
**May 31, 2022**

**VH Properties – Conditional Use Permit (Shooting Range)**

The Planning and Zoning Commission conducted a public hearing on this request at its May 19, 2022 meeting and voted to recommend approval of the request on a unanimous vote. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are entered into the record of this meeting.

This property is located on the north side of Van Horn Tavern approximately 1900 feet west of the intersection with State Route UU and 300 feet west of the Columbia city limits. The 5.32-acre lot is zoned of Rec-P (Planned Recreational) after a rezoning April 2022. The lot is developed with large existing commercial building and associated parking.

Adjacent zoning is as follows:

- East and west, M-LP (Planned Light Industrial)
- North, across I-70, A-2 (Agriculture)
- South A-R (Agriculture-Residential).

The request is to obtain a Conditional Use Permit (CUP) for an indoor shooting range. The change of use will require modification of the building under the direction of an Architect licensed to practice in Missouri. The building modifications will be required to prevent rounds from penetrating the exterior shell of the building. The proposal indicates that the firearms used will be air rifles and guns using .22 long rifle or less powerful cartridges. The building modifications will also dampen any sound caused by the shooting activity.

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.

Limitations on the power of the firearms involved accompanied by the required modifications to the building should address any concerns related to the public health, safety, comfort, or general welfare. The building is already served by public sewer and water.

(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.

Nearby properties are either developed for significant commercial/industrial use or underdeveloped for residential use. The property is located along a major interstate highway with the corresponding level of noise. With the required building modifications, the establishment of this conditional use permit should not be injurious to the use and enjoyment of those properties in the immediate vicinity for purposes already permitted by these regulations.

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

If this activity is operated within county regulations, this conditional use permit should not substantially diminish or impair property values.

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

Adequate infrastructure and utilities are available to serve this site. The current site has adequate storm drainage for the facility and does not create any known downstream flooding issues.

Wastewater from the building is treated at a sanitary sewer plant, located on the adjacent property, that is owned and operated by Boone County Regional Sewer District. Electrical service is from Boone Electric.

Roadway access is to Van Horn Tavern Road. There are also three other access points that could potentially be used as access to the lot from adjacent properties via private internal driveways as part of the overall development complex. Circulation within the site is good with adequate access for emergency service providers.

(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 further development of the surrounding properties will not be impeded by the establishment of this conditional use permit.

(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 part of a development complex that has multiple access points onto Van Horn Tavern Road. There are also three other access points that could

potentially be used as access to the lot from adjacent properties via private internal driveways. Circulation of the site is good with adequate access for emergency service providers.

The previous use of the subject property was that of warehouse, distribution, and office with approximately 50 employees. Most of the vehicular traffic was confined to weekday AM and PM peak hours. The shooting range would have its peak traffic flow on weekends which will reduce the amount of peak hour traffic generated at this location. Furthermore, the proposed uses would have phased or staggered usage times. This would further break up the amount of traffic that is generated or using the adjacent roadways at any specific time.

The existing roadways and intersections have available capacity to adequately handle the traffic volumes that would be generated from the proposed uses. Relocation of the MidwayUSA campus and the transition of the other buildings to less intense uses will result in additional traffic reduction.

Specific traffic for the proposed uses for Lot 3 would include, at a maximum, 8 full time employees. They would also hold intermittent classes and seminars with attendants ranging from a few individuals up to 100 shooters. There would also be occasional weekend shooting tournaments with staggered attendance. These activities are not the normal daily activity of the facility and would generate traffic at non-peak times. Furthermore, the generated traffic would be less, campus wide, as compared to the previous use.

(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.

This proposal can, in all other respects, conform to the applicable regulations of the zoning district in which it is located.

Zoning Analysis: This proposal will be less intensive than the traditional use of the property and meets the CUP criteria with conditions;

The property scored **80** points on the rating system.

Staff recommended approval of the conditional use permit, subject to the following conditions:

1. The facility is limited to using ammunition that, at maximum, is equivalent to .22 caliber long rifle cartridges or less in power, any desire for more powerful ammunition will require an amended conditional use permit.

## **VH Properties – Conditional Use Permit (Incidental Restaurant, Cafeteria, and Bar)**

The Planning and Zoning Commission conducted a public hearing on this request at its May 19, 2022 meeting and voted to recommend approval of the request on a unanimous vote. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are entered into the record of this meeting.

This property is located on the north side of Van Horn Tavern approximately 1900 feet west of the intersection with State Route UU and 300 feet west of the Columbia city limits. The 5.32-acre lot is zoned of Rec-P (Planned Recreational) after a rezoning April 2022. The lot is developed with large existing commercial building and associated parking.

Adjacent zoning is as follows:

- East and west, M-LP (Planned Light Industrial)
- North, across I-70, A-2 (Agriculture)
- South A-R (Agriculture-Residential).

The proposal is to obtain a Conditional Use Permit (CUP) for a restaurant, cafeteria, and bar use. At this time, there is no intention of having an actual on-site restaurant. All meals would be catered and brought to the site already prepared. Should a restaurant be added, its use would be incidental to the overall use of the facility. It is anticipated that any such use would be a snack bar use that sells pre-packaged goods and foods. No sit-down style restaurant is being proposed. The use of restaurant, cafeteria, and bar would be solely for the patrons of the shooting facility. It would not be open to the general public as a standalone use but rather as an incidental use for the shooting facility. The above use was anticipated and included in the sewer capacity calculations that were presented to the BCRSD and included in the recent sewer agreement. indoor shooting range. Modification of the building will be required under a commercial building permit and an Architect licensed to practice in Missouri will be required to produce the plans.

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.

Limitations to a snack bar use selling pre-packaged food should address any concerns related to the public health, safety, comfort, or general welfare. The building is already served by public sewer.

(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.

Limitations to a snack bar selling pre-packaged food should address any concerns along with the required building modifications. This conditional use permit should not be injurious to the use and enjoyment of those properties in the immediate vicinity for purposes already permitted by these regulations.

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

If this activity is operated within county regulations, this conditional use permit should not substantially diminish or impair property values.

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

Limitations to a snack bar use selling pre-packaged food should address any concerns.

(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 further development of the surrounding properties will not be impeded by the establishment of this conditional use permit.

(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.

Limitations to a snack bar use selling pre-packaged food should address any concerns.

(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.

This proposal can, in all other respects, conform to the applicable regulations of the zoning district in which it is located.

Zoning Analysis: This proposal will be less intensive than the traditional use of the property and meets the CUP criteria with conditions;

The property scored **80** points on the rating system.

Staff recommends approval of the conditional use permit, subject to the following conditions:

1. The facility is limited to a snack bar/catering and any proposal to add a higher level of food service will require coming back through the process for a new approval.

### **VH Properties – Conditional Use Permit (Incidental Retail Sales)**

The Planning and Zoning Commission conducted a public hearing on this request at its May 19, 2022 meeting and voted to recommend approval of the request on a unanimous vote. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are entered into the record of this meeting.

This property is located on the north side of Van Horn Tavern approximately 1900 feet west of the intersection with State Route UU and 300 feet west of the Columbia city limits. The 5.32-acre lot is zoned of Rec-P (Planned Recreational) after a rezoning April 2022. The lot is developed with large existing commercial building and associated parking.

Adjacent zoning is as follows:

- East and west, M-LP (Planned Light Industrial)
- North, across I-70, A-2 (Agriculture)
- South A-R (Agriculture-Residential).

The proposal is to obtain a Conditional Use Permit (CUP) for retail sales incidental to the shooting range. The sales area would be about 2,500 square feet in size with a storage and stockroom of about 1,500 square feet. Sales would be limited to t-shirts, ammunition for use on-site, and other items that would be complementary to the overall shooting use. Product delivery would either be brought in personally by employees, delivered via standard delivery service (USPS, UPS, FedEx, etc.), or delivered via commercial courier. Deliveries would be received at the southeast corner of the building where delivery trucks would have adequate access to and through the site. This use was anticipated and included in the sewer capacity calculations that were presented to the BCRSD and included in the recent sewer agreement. Modification of the building will be required under a commercial building permit and an Architect licensed to practice in Missouri will be required to produce the plans.

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.

Limitations on the amount of space dedicated should address any concerns related to the public health, safety, comfort, or general welfare. The building is already served by public sewer.

(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.

Limitations on the amount of space dedicated should address any related concerns and along with the required building modifications, the establishment of this conditional use permit should not be injurious to the use and enjoyment of those properties in the immediate vicinity for purposes already permitted by these regulations.

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

If this activity is operated within county regulations, this conditional use permit should not substantially diminish or impair property values.

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

Limitations on the amount of space dedicated should address any concerns.

(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 further development of the surrounding properties will not be impeded by the establishment of this conditional use permit.

(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.

Limitations on the amount of space dedicated should address any concerns.

(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.

This proposal can, in all other respects, conform to the applicable regulations of the zoning district in which it is located.

Zoning Analysis: This proposal will be less intensive than the traditional use of the property and meets the CUP criteria with conditions;

The property scored **80** points on the rating system.

Staff recommended approval of the conditional use permit, subject to the following conditions:

1. The facility is limited to 3000 square feet of retail space with another 1500 square feet of stockroom any proposal to add a higher level of retail use will require coming back through the process for a new approval.

### **Bridget Early - Conditional Use Permit (Private Family Cemetery)**

The Planning and Zoning Commission reviewed these requests at its March 17, 2022 meeting and voted to recommend denial on a unanimous vote. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are entered into the record of this meeting.

The property is located on the north side of Audubon Road, approximately 600 feet west of the intersection with State Route N. The applicant owns two lots, each is approximately 5 acres. Each lot is developed with a single-family dwelling and various outbuildings. The zoning is Agriculture, A-2. All adjacent zoning is A-2 except to the immediate southwest which is Single Family Residential R-S.

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 or may not 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 application does not contain any information to indicate an 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.

### **Steffan - Rezoning and Review Plan**

The Planning and Zoning Commission reviewed these requests at its May 19, 2022 meeting and recommended approval on a unanimous vote.

The 20.32-acre property is located off Spiva Crossing Road, about a half mile east from the intersection of Spiva Crossing Road and North Brown Station Drive. There are two regulatory stream buffers on the southern portion of the property. Two dwelling units and two corresponding lagoons, and two accessory structures exist on the property. The zoning is A-2 (Agriculture) and is surrounded by A-2 zoned properties on all sides. The A-2 zoning is original 1973 zoning.

The proposal seeks to rezone the 20.32 acres to Planned A-2 and utilize the density of the parent zoning district to construct an additional dwelling unit and allow two dwellings to be located on a single tract smaller than 20 acres. The additional dwelling unit would be constructed on a 5-acre lot that would be subdivided from the parent parcel under the Family Transfer process. The two existing dwelling units would remain on the 15.32-acre remainder. The remainder of the parent parcel is to be surveyed as an Administrative Survey lot.

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

Utilities: The property is within the Public Water Supply District #4. Boone Electric Cooperative provides power to the tract. The existing homes are served by lagoons under the jurisdiction of the Columbia/Boone County Health Department. One of the existing lagoons is located within the area of the proposed Family Transfer Survey lot. Onsite wastewater systems are required to be within the same property boundary as the home that they serve. The applicant proposes relocating the lagoon in question to reside on the 15.32-acre lot to be within the same parcel boundary as the dwelling that it serves.

Transportation: The property has multiple driveways onto Spiva Crossing Road, a Boone County maintained road. The applicant proposes a 33' halfwidth roadway easement as well as a 20' utility easement as part of the land division process.

Public Safety: The Boone County Fire Protection District provides fire protection for the property. The nearest station, Station 16, is just over a mile and a half away on Highway HH.

Zoning Analysis: This request meets the sufficiency of resources test and does not change the overall character of the surrounding area. The addition of another dwelling unit in the area and division of the property into a five-acre lot and 15.32-acre lot will have minimal impact to transportation, utilities, and safety resources.

Staff notified 20 property owners. The proposal scored 50 points on the point rating system.

Staff recommends approval of the request with the following conditions:

1. The existing lagoon on the proposed 5-acre Family Transfer Lot is relocated to the 15.32-acre Administrative Survey Lot before submittal of a Final Plan.
2. That a 33' halfwidth roadway easement and 20' utility easement along Spiva Crossing Road are granted to Boone County concurrent to the approval of the Administrative Survey and Family Transfer.

## **Plats**

The Planning and Zoning Commission reviewed the following plats at its May 19, 2022 meeting and approved them by consent. I ask that you waive the reading of the staff reports and authorize the clerk to insert them into the meeting minutes.

### **King Ranch Plat 1**

The property is located at the eastern end of Todd Road, approximately 2 miles north of the limits of the City of Columbia. The parent parcel is a 37.14-acre remainder from a four-tract administrative survey. There are no structures on the property. This proposal creates two lots at 3.58 acres and 3.26 acres, leaving the remainder as a legal 20+ acre tract. The zoning is A-2 (Agriculture) and is surrounded by A-2 zoning. This is original 1973 zoning.

Both lots have direct access on to Todd 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, however water service may not be available without improvements. Private wells are recommended as the water service solution to this site. The property is located in the Boone Electric Cooperative service area and the Boone County Fire Protection District.

On-site wastewater is proposed for these lots and a plan for wastewater was submitted as part of the plat. The applicant has submitted a request to waive the wastewater cost-benefit analysis.

The property scored 46 points on the rating system.

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

### **Hidden Brook Subdivision Plat 1**

The subject property is located off Sinking Creek Road, about three miles southeast of the boundary of Rocheport. The property is within a A-2 (Agriculture) zoning district and surrounded by A-2 zoned property. The proposed subdivision would create one 8.27-acre lot after dedication of road right of way out of a parent parcel of 40 acres. The A-2 zoning is original 1973 zoning.

The property has road frontage along and direct access to Sinking Creek Road, a Boone County maintained roadway. The subdivision plat will dedicate a 33' half width right of way. No driveway currently serves the parcel to be created. The applicant requested a waiver to the traffic study.

The proposed parcel is within the Consolidated Water Supply District service area. No existing water lines are nearby to serve the area. The parent parcel is within the Boone County Fire Protection District. The nearest fire station, Station 2, is located approximately 3.5 miles away in Rocheport.

The applicant proposes utilizing an on-site wastewater system. Soils data for the parcel from two points within the proposed boundary were submitted to the Columbia/Boone County Health Department for review. The Health Department will require an on-site wastewater system to be designed by an engineer. The applicant requested a waiver from the sewer cost benefit analysis.

The proposed parcel is within a sinkhole area per Section 12 of the Boone County Zoning Ordinance.

The property scored 21 points on the rating system.

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

### **Ray's Ridge Plat 1**

The property is located 1 and 1/2 miles from the southwestern border of the Town of Harrisburg, located along an abandoned portion of Gallup Lane. The tract is within a A-2 zoning district. The zoning is original 1973 zoning. The subject property is surrounded by A-2 zoning. The minor subdivision plat proposes creation of one 6.26-acre lot out of the larger 52-acre parent parcel.

The proposed lot is located along a County abandoned portion of Gallup Lane. The County maintained portion of Gallup Lane ends approximately 30 feet from western boundary of the subdivision lot. The lot does not have a driveway onto Gallup Lane. The applicant has submitted a request to waive the traffic study.

The subject property is located within the Consolidated Water Public Water Supply District. Boone Electric serves the area with power. The Boone County Fire Protection District would provide fire protection. The nearest station, Station 4, is approximately 2 and a half miles away.

The lot would be served on an on-site wastewater lagoon under the jurisdiction of the Columbia/Boone County Health Department. The applicant has submitted a request to waive the wastewater cost-benefit analysis requirement.

An existing access easement exists along the north portion of Gallup Lane to serve the property owners to the east of the lot to be created. The easement was granted from a previous owner of the parent parcel.

The property scored 32 points on the rating system.

Staff recommends approval of the plat as submitted with waivers to the traffic and sewer study.

### **Gilpin Place**

This property is located on Gilpin Road, approximately 1 mile south of the limits of the City of Ashland. The parent parcel is 42.50 acres in size and zoned A-2(Agriculture). There is A-2 zoning to the north, east, south, and west, and R-S (Residential Single-Family) zoning to the northeast. This is all original 1973 zoning. This proposal splits a 5.67-acre lot from this parent parcel, containing a house, lagoon, shop and gazebo, leaving a 20+ acre remainder.

The subject property has direct access to Gilpin 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 in Consolidated Public Water Service District #1, the Boone Electric Cooperative service area, and the Southern Boone County Fire Protection District.

The house on the lot has an existing on-site wastewater system.

The property scored 65 points on the rating system.

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

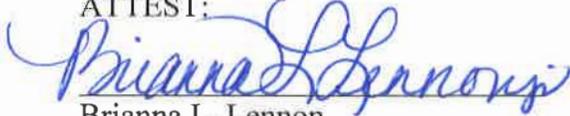
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In the County Commission of said county, on the 31st day of May 20 22

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

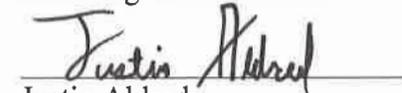
Now on this day, the County Commission of the County of Boone does hereby approve the Budget Amendment to replace the backup generator for the Boone County Sheriff Annex.

Done this 31st day of May 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 SHERIFF'S OFFICE

2121 County Drive Columbia, Missouri 65202-9051  
DWAYNE CAREY, Sheriff Phone (573)875-1111 Fax (573)874-8953

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5-11-22

TO: Boone County Commission

FROM: Maj. Gary German

RE: Generator Replacement Request Sheriff/Clerk Annex Building

This request is to replace the generator for the Sheriff and Clerk's Annex building. In July of 2021 the generator failed and the cost to rebuild it was substantial, \$3,800. Up until this point, Boone County Joint Communications had already rebuilt the generator once, only for it fail within a year and spent around \$17,000 in repairs. At that time, the generator was disposed of and a "loaner" generator belonging to Emergency Management was temporarily placed at the Sheriff's Annex and remains there today. The temporary generator is an Emergency Management asset intended to be deployed in the event of a disaster and could be relocated at any point.

The original 100kW diesel generator was purchased by Boone County Joint Communications to power the 911 backup and training consoles located next to the Sheriff's Annex inside of a portable building. The generator also provided backup power to Annex, containing the Clerk's election warehouse, Sheriff's enforcement personnel, professional development unit, and two evidence areas.

We are requesting the purchase of a 100kW generator configured to operate on LP gas with a buried supply tank. Attached is a project cost spreadsheet.

The total of this project request is \$34,765.40.

This request would adequately address the current needs at the Annex and allow for future growth or operational changes at the building.

Please let me know if you have any questions or concerns regarding this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gary German", with a long horizontal flourish extending to the right.

Major Gary German

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<b>2022 Proposed Generator Replacement, BCSO Annex</b>				
<b>Updated 4-25-22</b>				
Option 1. -- With Underground LP Tank				
	Cummins 100 kW Generator		\$26,534.00	48 week delivery
	Off-load 1776# generator, incl in excavation		\$0.00	
	Underground LP Tank, MFA		\$4,001.40	Current Price for 5-1-22 -- Next shipment 1/2023, add 20%
	Tank excavation and grading		\$2,400.00	Current Price + 20% for 2023 Start
	Fill LP tank 400 gallons		\$1,080.00	Current price is \$2.649/gallon
	Poss. Addl electrical work/mount fittings		\$750.00	
	<b>Total, With Underground LP Tank</b>		<b>\$34,765.40</b>	
<b>Updated 9-7-21</b>				
Option 1. -- With Underground LP Tank				
	Cummins 100 kW Generator		\$24,425.00	
	Off-load 1776# generator, incl in excavation		\$0.00	
	Underground LP Tank, MFA		\$2,642.90	
	Tank excavation and grading		\$1,600.00	
	<b>Total, With Underground LP Tank</b>		<b>\$28,667.90</b>	
Option 2. -- With Above-Ground LP Tank				
	Cummins 100 kW Generator		\$24,425.00	
	Off-load 1776# generator, incl in excavation		\$0.00	
	Above-Ground LP Tank pad		\$1,000.00	
	<b>Total, With Above-Ground LP Tank</b>		<b>\$25,425.00</b>	
	(Note: Tank rental is \$48.00 per year)			
	August 2021 pricing of Genset		\$23,621.00	



April 25, 2022

To

Dave Dunford  
 Boone County MO  
 613 E. ASH ST RM. 109  
 COLUMBIA MISSOURI 65201

Sourcewell  
 Contract: 120617  
 Category: Energy Solution  
 Maturity Date: 1/29/2023

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<b>C100N6, 100kW, 60Hz, Standby, Natural Gas/Propane Genset</b> U.S. EPA, Stationary Emergency Application C100N6, 100kW, 60Hz, Standby, Natural Gas/Propane Genset Duty Rating-Standby Power (ESP) Emissions Certification-SI, EPA, Emergency, Stationary, 40CFR60 Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Control Mounting-Left Facing PowerCommand 2.3 Controller Gauge-Oil Pressure AmpSentry™ UL Listed Protective Relay Stop Switch-Emergency Control Display Language-English Load Connection-Single Circuit Breaker, Location A, 125A-400A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box Right Side (Position B)-None Circuit Breaker or Terminal Box Right Side (Position C)-None Engine Governor-Electronic, Isochronous Single Gas Fuel-NG or LP Vapor Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Battery Charger-6 Amp, Regulated Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Extension-Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Exciter/Reg-Torque Match Coolant Heater, Extreme Cold Ambient Voltage-120/208, 3 Phase, Wye, 4 Wire Engine Oil Heater-120 Volts AC, Single Phase Engine Oil Genset Warranty-2 Years Base Alternator-60Hz, Reconnect, Full Output, 120C, 40C Ambient, Increased Motor Starting (IMS) Literature-English Packing-Skid, Poly Bag Extension-Oil Drain Aluminum Weather Protective Enclosure, with Exhaust System Enclosure Color-Green, Aluminum Enclosure-Wind Load 180 MPH, ASCE7-10 Larger Battery Rack Skidbase-Housing Ready	1
2	Battery- Group 34	1
3	Service - start up & testing	1

**TOTAL: \$ 26,534.00**

Quote value does not include any tax.

**NOTES:**

Proposal is for equipment only, offloading, rigging, and installation by others.



Fuel and permits, unless listed above, is not included.  
Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others  
Coordination Study not provided.

LEAD TIME:

48 weeks

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Terry Milam  
qr196@cummins.com

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

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## **TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other Internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

### **SCOPE**

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 80 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

### **SHIPPING; DELIVERY; DELAYS**

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fire, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

### **PAYMENT TERMS; CREDIT; RETAINAGE**

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

### **TAXES; EXEMPTIONS**

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

### **TITLE; RISK OF LOSS**

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

### **INSPECTION AND ACCEPTANCE**

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

### **LIEN; SECURITY AGREEMENT**

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

### **CANCELLATION; CHARGES**

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittals release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

### **MANUALS**

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

### **TRAINING; START UP SERVICES; INSTALLATION**

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

### **MANUFACTURER'S WARRANTY**

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.



## WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES** THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

## INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY** NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

## CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

## CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

## GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

## INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant Insurance coverage.

## ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

## INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

## MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining



terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

#### COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

Check if this Agreement pertains to government work or facilities

## Fund Statement - Capital Repair and Replacement Fund 620 (Internal Service Fund)

	2020 Actual	2021 Budget	2021 Estimated	2022 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	261,603	265,746	265,746	265,745
Fines and Forfeitures	-	-	-	-
Interest	25,149	18,925	12,785	18,925
Hospital Lease	-	-	-	-
Other	-	-	-	-
<b>Total Revenues</b>	<b>286,752</b>	<b>284,671</b>	<b>278,531</b>	<b>284,670</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	-	-	-	-
<b>Fund Balance Used for Operations</b>	-	-	-	<b>801,907</b>
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 286,752</b>	<b>284,671</b>	<b>278,531</b>	<b>1,086,577</b>
 <b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	45,577
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	69,465	104,800	37,800	1,041,000
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	(1,750)	-	-	-
Fixed Asset Additions	-	-	-	-
<b>Total Expenditures</b>	<b>67,715</b>	<b>104,800</b>	<b>37,800</b>	<b>1,086,577</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	-	-	-	-
<b>TOTAL FINANCIAL USES</b>	<b>\$ 67,715</b>	<b>104,800</b>	<b>37,800</b>	<b>1,086,577</b>
 <b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 1,237,837	1,458,984	1,458,984	1,651,405
Less encumbrances, beginning of year	(46,200)	(48,310)	(48,310)	-
Add encumbrances, end of year	48,310	-	-	-
Proprietary adjustment to full accrual	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	219,037	179,871	240,731	(801,907)
<b>FUND BALANCE (GAAP), end of year</b>	<b>1,458,984</b>	<b>1,590,545</b>	<b>1,651,405</b>	<b>849,498</b>
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	-	-	-	-
<b>NET FUND BALANCE, end of year</b>	<b>\$ 1,458,984</b>	<b>1,590,545</b>	<b>1,651,405</b>	<b>849,498</b>
 Net Fund Balance as a percent of expenditures	 2154.59%	 1517.70%	 4368.80%	 78.18%

<b>2022 Proposed Generator Replacement, BCSO Annex</b>				
<b>Updated 4-25-22</b>				
Option 1. -- With Underground LP Tank				
	Cummins 100 kW Generator		\$26,534.00	48 week delivery
	Off-load 1776# generator, incl in excavation		\$0.00	
	Underground LP Tank, MFA		\$4,001.40	Current Price for 5-1-22 -- Next shipment 1/2023, add 20%
	Tank excavation and grading		\$2,400.00	Current Price + 20% for 2023 Start
	Poss. Addl electrical work/mount fittings		\$750.00	
	<b>Total, With Underground LP Tank</b>		<b>\$33,685.40</b>	
<b>Updated 9-7-21</b>				
Option 1. -- With Underground LP Tank				
	Cummins 100 kW Generator		\$24,425.00	
	Off-load 1776# generator, incl in excavation		\$0.00	
	Underground LP Tank, MFA		\$2,642.90	
	Tank excavation and grading		\$1,600.00	
	<b>Total, With Underground LP Tank</b>		<b>\$28,667.90</b>	
Option 2. -- With Above-Ground LP Tank				
	Cummins 100 kW Generator		\$24,425.00	
	Off-load 1776# generator, incl in excavation		\$0.00	
	Above-Ground LP Tank pad		\$1,000.00	
	<b>Total, With Above-Ground LP Tank</b>		<b>\$25,425.00</b>	
	(Note: Tank rental is \$48.00 per year)			
	August 2021 pricing of Genset		\$23,621.00	

## Jacob Flowers

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**From:** Jacob Flowers  
**Sent:** Monday, May 16, 2022 1:53 PM  
**To:** Gary German; Jody Moore; June Pitchford  
**Cc:** Doug Coley; Chad Martin; Brianna Lennon  
**Subject:** RE: Sheriff Annex replacement generator

Ok I will create the budget amendment and we will not be adding the fuel cost to department 6200 Capital Repair and Replace since it is an operating cost. That cost will be allocated to 1228 – 48700 and 1132-48700 with the usual 69/31 split between the Sheriff and Clerk. June and I wanted to use \$40,000 in the amendment for the project since prices are increasing so quickly right now.

Let me know if you have any questions or issues with this.

6200 – 60100	\$40,000
1228 – 48700	\$745
1132 – 48700	\$335

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**From:** Gary German <GGerman@boonecountymo.org>  
**Sent:** Monday, May 16, 2022 1:04 PM  
**To:** Jacob Flowers <JFlowers@boonecountymo.org>; Jody Moore <JMoore@boonecountymo.org>; June Pitchford <JPitchford@boonecountymo.org>  
**Cc:** Doug Coley <DColey@boonecountymo.org>; Chad Martin <CMartin@boonecountymo.org>; Brianna Lennon <BLennon@boonecountymo.org>  
**Subject:** RE: Sheriff Annex replacement generator

Jody and Jake,

Yes, the install is included in the overall project price. The first filling of the tank is not included. A 500 gallon taken to 80% is 400 gallons and the current market price is \$2.649/gallon. I think we should figure it at \$2.70/gallon or \$1080. I have updated the attached spreadsheet. Good call Jody!

The new total is \$34,765.40.

Gary

From an earlier email....

Dave Dunford had included this in an email that I may not have forwarded to you.

"Gary, I've attached the marked up spreadsheet showing expected costs for the generator and underground tank project MFA has a load of underground tanks coming in around May 1 and there won't be any additional to their warehouse until Jan 1, 2023.

Pricing is like the restaurant: "market", which means "that which is current at time of delivery".

Excavation was quoted by C.L. Richardson at \$2,000 max, so I added 20% for work to be done in 2023.

One option is to buy the tank now and install -- and fill it -- now to save future \$\$\$.

I believe the generator electric lines will be OK but we may need help attaching a flex fitting into the genset base.

My recommendation is to place the genset with engine and radiator to the east and the breaker on the south side at the west end -- just like the green monster was.

If we can help, please let me know.

Dave Dunford"

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**From:** Jacob Flowers <[JFlowers@boonecountymo.org](mailto:JFlowers@boonecountymo.org)>  
**Sent:** Monday, May 16, 2022 11:37 AM  
**To:** Jody Moore <[JMoore@boonecountymo.org](mailto:JMoore@boonecountymo.org)>; June Pitchford <[JPitchford@boonecountymo.org](mailto:JPitchford@boonecountymo.org)>; Gary German <[GGerman@boonecountymo.org](mailto:GGerman@boonecountymo.org)>  
**Cc:** Doug Coley <[DColey@boonecountymo.org](mailto:DColey@boonecountymo.org)>; Chad Martin <[CMartin@boonecountymo.org](mailto:CMartin@boonecountymo.org)>; Brianna Lennon <[BLennon@boonecountymo.org](mailto:BLennon@boonecountymo.org)>  
**Subject:** RE: Sheriff Annex replacement generator

I think the extra cost for the install is on the excel spreadsheet that is attached. Gary is \$33,685.40 the total amount that we will need to install the generator?

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**From:** Jody Moore <[JMoore@boonecountymo.org](mailto:JMoore@boonecountymo.org)>  
**Sent:** Monday, May 16, 2022 11:18 AM  
**To:** June Pitchford <[JPitchford@boonecountymo.org](mailto:JPitchford@boonecountymo.org)>; Gary German <[GGerman@boonecountymo.org](mailto:GGerman@boonecountymo.org)>  
**Cc:** Jacob Flowers <[JFlowers@boonecountymo.org](mailto:JFlowers@boonecountymo.org)>; Doug Coley <[DColey@boonecountymo.org](mailto:DColey@boonecountymo.org)>; Chad Martin <[CMartin@boonecountymo.org](mailto:CMartin@boonecountymo.org)>; Brianna Lennon <[BLennon@boonecountymo.org](mailto:BLennon@boonecountymo.org)>  
**Subject:** RE: Sheriff Annex replacement generator

I notice that the quote states "proposal is for equipment only". Is there a separate entity that is coming to install?

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**From:** June Pitchford <[JPitchford@boonecountymo.org](mailto:JPitchford@boonecountymo.org)>  
**Sent:** Monday, May 16, 2022 11:05 AM  
**To:** Gary German <[GGerman@boonecountymo.org](mailto:GGerman@boonecountymo.org)>  
**Cc:** Jody Moore <[JMoore@boonecountymo.org](mailto:JMoore@boonecountymo.org)>; Jacob Flowers <[JFlowers@boonecountymo.org](mailto:JFlowers@boonecountymo.org)>; Doug Coley <[DColey@boonecountymo.org](mailto:DColey@boonecountymo.org)>; Chad Martin <[CMartin@boonecountymo.org](mailto:CMartin@boonecountymo.org)>; Brianna Lennon <[BLennon@boonecountymo.org](mailto:BLennon@boonecountymo.org)>  
**Subject:** Re: Sheriff Annex replacement generator

Thanks for the follow-up, Gary.

Jake— please prepare a budget amendment and schedule with Jodi for a first reading this week and make sure she knows to confirm to Gary so that he can participate.

Thanks, everyone!  
June  
Sent from my iPhone

On May 13, 2022, at 5:06 PM, Gary German <[GGerman@boonecountymo.org](mailto:GGerman@boonecountymo.org)> wrote:

Jody and Jacob,

Attached is the letter to accompany the Sheriff Annex generator budget amendment. In looking at the quotes for an 80kW vs a 100kW generator unit and through some additional discussions with Dave Dunford and the staff at Cummins, I think the appropriate direction is to go with a 100kW unit. A 100kW generator meets the existing needs while allowing for some moderate future expansion and/or operational changes at the building. I don't think we will see fewer electronic devices in the workplace anytime soon.

I included the 80kW quote, 100kW quote, request letter and budget spreadsheet Dave Dunford prepared.

Please let me know when this is set for a Commission meeting or if you have any questions.

Have a good weekend.

Gary

Maj. Gary German  
Boone County Sheriff's Office  
2121 County Drive  
Columbia, MO 65202  
573-876-6101 ph#  
573-874-8953 fax#

239 -2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term 20

In the County Commission of said county, on the 31st day of May 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 Notice of Award for Victims of Crime Act (VOCA) from the Boone County Prosecuting Attorney's Office, in the amount of \$78,077.00 issued from the Missouri Department of Social Services, for the time-period of April through September 2022. Said funds are to be used for reimbursement for costs associated with personnel and benefits, travel training, and supplies and operations, as permitted by the Missouri Department of Social Services.

Done this 31st day of May 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



**NOTICE OF AWARD**  
**Missouri Department of Social Services**  
**Division of Finance & Administrative Services**  
**Procurement Unit**  
**P.O. Box 1643**  
**Jefferson City, MO 65102**

<b>CONTRACT NUMBER</b> ER130220012	<b>CONTRACT TITLE</b> Victims of Crime Act (VOCA)
<b>AMENDMENT NUMBER</b>	<b>CONTRACT PERIOD</b> April 1, 2022 through September 30, 2022
<b>AGENCY NAME AND ADDRESS</b> Boone County Prosecuting Attorney 705 East Walnut Street Columbia, MO 65201	<b>CONTACT PERSON NAME AND E-MAIL ADDRESS</b> Nicholas Komoroski, nkomoroski@boonecountymo.org
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The proposal submitted by Boone County Prosecuting Attorney in response to the VOCA Notice of Funding (NFO) No. DSS22NFO002 is accepted for Central Region in the amount of \$78,077.  The match requirements in section 3.1.1 d. 3) are hereby waved through September 30, 2022.	
<b>PROCUREMENT OFFICER</b> Ann Perkins	<b>PROCUREMENT OFFICER CONTACT INFORMATION</b> Email: <a href="mailto:ann.perkins@dss.mo.gov">ann.perkins@dss.mo.gov</a> Phone: (573) 522-1571 Fax: (573) 526-4678
<b>AUTHORIZED SIGNATURE FOR THE DEPARTMENT OF SOCIAL SERVICES</b>  <i>Patrick Luehbein AP</i>	<b>DATE</b>  March 18, 2022

**CERTIFIED COPY OF ORDER**

*240-2022*

STATE OF MISSOURI }  
County of Boone } ea.

Term. 20

In the County Commission of said county, on the May Session of the April Adjourned  
day of

20<sup>22</sup>

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

31st

May

22

Now on this day, the County Commission of the County of Boone does hereby approve the request for an extended training period for new employees for position 867, Administrative Coordinator, through August 10, 2022. This request was made pursuant to Commission Order 147-2005, which requires Commission approval for any training period in excess of 80 hours.

Done this 31st day of May 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