

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2025

County of Boone

In the County Commission of said county, on the

2nd

day of January

20 25

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

Now on this day, the County Commission of the County of Boone, pursuant to its authority under the Boone County Code of Health Regulations Chapter VI, Section 6.3.4, does hereby consent to the appointment of Bill Florea, Director of Resource Management, as Health Official or Administrative Authority for the purposes of administering or enforcing the abatement of public health hazards and nuisances under the Boone County Code of Health Regulations Chapter VI, Section 6.10, insofar as the powers and procedures of such chapter and section involve the abatement of public health hazards or nuisances arising from the violation of the Boone County Code of Health Regulations Chapter VI, Section 6.8, regarding small on-site sewage treatment and disposal.

Said appointment as Health Official or Administrative Authority shall become effective January 2, 2025.

Done this 2nd day of January 2025.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Memorandum

To: Bill Florea, Director

Boone County Resource Management

From: Rebecca Roesslet, Director
Public Health & Human Services



Date: December 12, 2024

Subject: Delegation – Health Official or Administrative Authority

Ref: Boone County Code of Health Regulations – 6.8, 6.10

Effective January 2, 2025, I delegate, subject to the advice and consent of the Boone County Commission under the Boone County Code of Health Regulations Chapter VI, Section 6.3.4, the Director of Boone County Resource Management, or their designee, as the Health Official or Administrative Authority for the purposes of administering or enforcing the abatement of public health hazards and nuisances under the Boone County Code of Health Regulations Chapter VI, Section 6.10, insofar as the powers and procedures of such chapter and section involve the abatement of public health hazards or nuisances arising from the violation of the Boone County Code of Health Regulations Chapter VI, Section 6.8, regarding small on-site sewage treatment and disposal.



573.874.7781
573.874.7756 fax



1005 W. Worley Street
Columbia, Missouri 65203



CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.



002 -2025
CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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County of Boone

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In the County Commission of said county, on the

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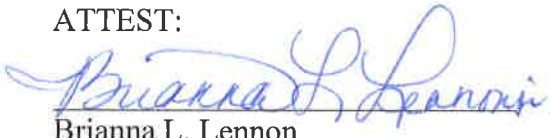
20 25

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

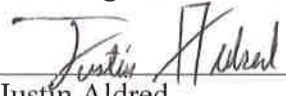
Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Performance Bond between the County of Boone and KW COU, LLC, by and through its Contractor, Poettker Construction Company. The terms of the agreement are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

Done this 2nd day of January 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Stormwater Erosion and Sediment Control Security Agreement

Date: December 2, 2024

Developer/Owner Name: KW COU, LLC

Address: P.O. Box 979
Telluride, CO 81435

Development: Project Highlight

Legal Description: A tract of land located in the south half of Section 6, Township 48 North, Range 11 West, Boone County, Missouri and being part of a tract as described in warranty deed recorded in Book 4822, Page 120 and being all of a tract of land as shown by a survey recorded in Book 5907, page 105 and being more particularly described as follows:

Beginning at the east and most southern corner of Lot 2, American Outdoor Brands, Plat No 1 recorded in Plat Book 52, Page 68, said point being on the north right of way line of Enterprise Drive and with the east line of said Lot 2, N 0°19'30"W, 889.06 feet; thence leaving said east line and with the south line of said Lot 2, N 89°40'30"E, 1982.03 feet to the south and most east corner of said Lot 2; thence leaving said south line, S 0°19'30"E, 898.74 feet to the south line of said Section 6; thence with said south line, S 89°11'00"W, 1381.65 feet to the southwest corner of the southeast quarter of said Section 6; thence continuing with said south line, S 88°56'05"W 493.46 feet to the southeast corner of said Enterprise Drive right of way; thence leaving said south line and with the east line of said right of way, N 1°03'55"W, 120.00 feet; thence leaving said east line and with the north line of said right of way, S 88°56'05"W, 55.00 feet; thence continuing along said north line, 50.47 feet along a 4950-foot radius curve to the right, said curve having a chord, S 89°13'35"W, 50.46 feet to the point of beginning and containing 45.15 acres.

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County

financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.

2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Project Highlight. The SWPPP and ESC was prepared by Crockett engineering Consultants on November 14, 2024.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 2nd day of December 2026, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$844,369.35, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:
 - ☐ Corporate Surety Bond issued to Boone County
5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 2, 2026, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 2, 2026, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional

sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.

7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

DEVELOPER/OWNER:

By: 

Printed Name: Kevin M. Kuersten

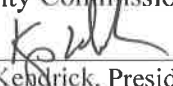
Title: Manager

BOONE COUNTY, MISSOURI:

Department of Resource Management


Bill Florea, Director Resource Management

County Commission:

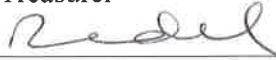

Kip Kendrick, Presiding Commissioner

Attest:



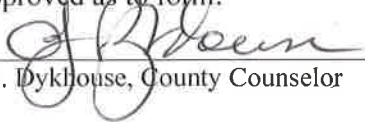
Brianna L. Lennon, Boone County Clerk

County Treasurer



Jenna Redel, County Treasurer

Approved as to form:



C.J. Dykhouse, County Counselor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Poettker Construction Company

400 S. Germantown Road, Breese, IL 62230

as Principal, hereinafter called Developer, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a Corporation, organized under the laws of the State of Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Boone County, in the amount of \$ 844,369.35 Dollars, for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Developer has procured a Land Disturbance Permit 1576 from the County of Boone

PROJECT NAME: Project Highlight
Enterprise Dr.
Columbia, MO 65202

and, as a condition of said Land Disturbance Permit has agreed to comply with the terms of the filed Stormwater Pollution Prevention Plan (SWPPP), the Erosion and Sediment Control Plans, (ESC), and the provisions of the Stormwater Ordinance of Boone County, Missouri, passed by the Boone County Commission in Commission Order 48-2010 on or about February 2, 2010, all of which is by reference made a part hereof, and is hereinafter referred to as the Stormwater Regulations.

NOW, THEREFORE, THE DONDITION OF THIS OBLIGATION is such that, if Developer shall promptly and faithfully perform the project in compliance with said Stormwater Regulations, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Boone County may, in the event of a default, exercise its options herein as against surety to complete any required work to comply with the Stormwater Regulations within the time or within the manner as required by said regulations.

The Surety hereby waives notice of any alteration or extension of time made by Boone County.

Whenever Developer shall be, and declared by Boone County to be, in default under the Stormwater Regulations, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the work required by the applicable Stormwater Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Stormwater Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between

such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final construction activity contemplated under the Stormwater Regulations is completed on the subject site.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Boone County named herein or the heirs, executors, administrators, or successors of Boone County.

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

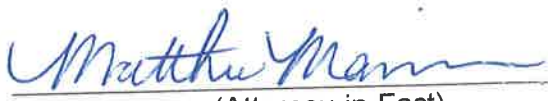
St. Louis, MO on this 10th day of December, 20 24


Poettker Construction Company
(Developer)

(SEAL)

BY: 
Ryan Poettker, President
Liberty Mutual Insurance Company
(Surety Company)

(SEAL)

BY: 
(Attorney-in-Fact)
Matthew Morin

BY: 
(Missouri Representative)
Matthew Morin, MO Non-Resident Agent,
Lic. No. 3002075176

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Ricardo Westfall
Phone Number: 314-543-4624
Address: 1610 Des Peres Rd., Suite #204
St. Louis, MO 63131



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212284 - 285107

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Barre Hammond, Catherine M. Krieger, Dennis W. Lutz, Karen Almeida, Matthew Morn, Melissa R. Long, Michael A. Bouchet, Michelle E. Fowis, Robin L. Paschall, Taffra S. Holman, Valerie Sue Lee

all of the city of St. Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of August, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of August, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

003 -2025

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STATE OF MISSOURI

County of Boone

} ea.

January Session of the January Adjourned

Term. 2025


In the County Commission of said county, on the 2nd day of January 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the building permit fees per the attachment proposed by the Resource Management Department. The fees will be effective January 2, 2025.


Done this 2nd day of January 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Hendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Building Permit Fees

	Effective 1/2/2025
Building permit	TOC Method *
Basement	TOC Method *
Remodel	\$40 for 1st \$5000 / \$1.25 / \$500 above
Commercial remodel	\$70 for 1st \$5000 / \$3.50 per \$1000 above
Large open structure (pole barn)	\$0.06 per sq. ft. floor space
Elec/HVAC/Gas (change or upgrade)	\$40.00
Modular home on foundation	\$ 0.10 / sq. ft. floor space
Modular home on basement	\$ 0.10/ sq. ft. floor space; TOC for basement
Mobile home	\$ 0.10 / sq. ft. floor space
MH/Park/electric permit	\$30.00
MH/Park/gas permit	\$30.00
Minimum permit	\$40.00
Minimum commercial permit	\$70.00
Re-inspection	\$25.00 (MHP - \$15.00)
Building Plan Review	\$300.00
Solar Review Plan	\$45.00
Solar Review Plan re-submittal*	\$25.00 chgd 3rd time w/out all needed corrections
Swimming Pool	\$ 0.10 / sq. ft.
3000 sq.ft/larger Pole Struc Plan Rvw	\$75.00
Reactivate permit 1-89 days **	\$20.00
Reactivate permit 90-179 days **	\$50.00
Reactivate permit 180-364 days **	\$100.00
Reactivate permit 365 days **	1/2 current fee
Constr. w/out permit	double fee
Plan Review re-submittal	\$100 @ 3rd submittal, & each thereafter of same structure & does not show corrections from previous
*The solar resubmittal fee is new in FY2023 and imposed when solar plans are submitted a 3rd time without addressing all previous comments	

* TOC - Type of Construction method uses the gross area of a structure, the gross area modifier, the type of construction and a permit fee modifier to determine the permit fee for a particular building.
Permit fee = Gross Area X Gross Area Modifier X Type of Construction Factor X Permit Fee Modifier
Gross Area Modifier = 72
Permit Fee Modifier (for 2005) = 0.0042
Permit Fee Modifier (for 2013) = 0.0061
Permit Fee Modifier (for 2016) = 0.0071
Permit Fee Modifier (for 2020) = 0.0080 Current
Permit Fee Modifier (for 2025) = 0.0085

** Permits expire after 180 days of inactivity.

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In the County Commission of said county, on the 2nd day of January 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the land use fees per the attachment proposed by the Resource Management Department. The fees will be effective January 2, 2025.

Done this 2nd day of January 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Planning Land Use Fees

	Effective 1/2/2025	Current
Re-Zoning*	\$395.00	\$385.00
Conditional Use*	\$250.00	\$245.00
Board of Adjust*	\$190.00	\$185.00
Preliminary Plat	\$190.00	\$185.00
Final Plat	\$250+\$5/lot	\$245+\$5/lot
Admin Survey	\$55.00	\$50.00
MHP License	\$35.00	\$35.00
Review Plan (PRD)	\$305.00	\$300.00
Final Plan (PRD)	\$100.00	\$100.00
Resubmittal Fee**	\$100.00	\$100.00
SEOD Application*	\$3,140.00	\$3,140.00
SEOD Annual Operating Fee	\$430.00	\$430.00
*Applicants also pay for postage and advertising if required		

****The resubmittal fee is new in FY2023 and imposed when Plats are submitted a 3rd time without addressing previous comments**

***SEOD = Solar Energy Overlay District. Original fees established June 6, 2024**

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2nd

day of January

20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the on-site wastewater permit fees proposed by the Resource Management Department. The fees will be effective January 2, 2025.

Done this 2nd day of January 2025.


ATTEST:




Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

On-Site Waste Water Permit Fees

	Proposed 1/2/2025	Current 1/1/2024
Construction on existing system	\$495.00	\$480.00
Construction of new system	\$495.00	\$480.00
Evaluation of existing system	\$35.00	\$35.00

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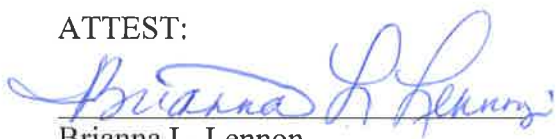
In the County Commission of said county, on the 2nd day of January 20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the Animal Control-Limited Services Cooperative Agreement with the City of Hallsville. The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.

Done this 2nd day of January 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission

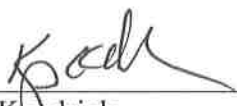
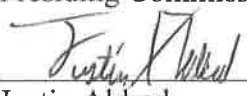


Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Exhibit A

Hallsville Animal Control – Limited Service Cooperative Agreement Anticipated Levels of Service

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Service expectations: County will respond to animal control service requests from Hallsville Police Department only; County will not respond to calls directly from citizens of Hallsville. County Animal Control Officers will meet Hallsville PD officers at a mutually agreed-upon location within the City of Columbia to receive and accept any dog that Hallsville PD has impounded. Any dog accepted by County will be thereafter handled in accordance with County's policies and procedures for impounded animals and Hallsville PD will communicate to any interested party that further contacts regarding the release of their dog should be directed to County's Animal Control Officers.

Emergency response: When possible, and upon request from Hallsville PD, County will assist Hallsville PD with emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces as quickly as resources allow.

**Animal Control – Limited Services
Cooperative Agreement**

THIS AGREEMENT is entered into this 2nd day of January, 2025, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein “County”) and the **City of Hallsville**, a municipal corporation within the County of Boone, State of Missouri (herein “City”);

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted its own Animal Control ordinances enforced by the Hallsville Police Department; and

WHEREAS, Hallsville Police Department desires some assistance from the animal control officials from County’s jointly operated Public Health and Human Services Department (PHHS) in the enforcement and implementation of Hallsville’s ordinances, and

WHEREAS, County’s PHHS staff is available to assist Hallsville Police Department in certain aspects of its animal control program as specified herein, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. **County Agreements:**

- A. County agrees to respond to calls for assistance from Hallsville PD for animal control services at the anticipated services levels set out in Exhibit A.
- B. County through PHHS shall keep and maintain records and reports relating to the impoundment activity provided by PHHS and provide City with copies of the same upon request or as mutually deemed appropriate.
- C. County will retain fees, if any, by way of boarding fees and/or

impoundment fees.

2. City Agreements:

- A. City, by and through its police department, will administer its own animal control codes through responding to calls for service, the issuance of citations, investigation of cruelty cases, etc.
- B. For the term of this contract, October 1, 2024, through September 20, 2025, City agrees to pay County a rate of \$56.59 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. City will also be responsible for any medical expenses incurred for any animal impounded or otherwise transferred to PHHS under this agreement. However, the total reimbursement shall not exceed \$2,000.00 unless this contract is amended. The City will be reimbursing for services rendered herein and paid on a quarterly basis.
- C. City, by and through its police department, will administer its own animal control codes through the issuance of citations, investigation of cruelty cases, etc.

3. Term: This is a one-year contract that will not automatically renew. If the parties wish to continue services beyond September 30, 2025 they will enter into a new, written agreement.

4. No Assignments or Modifications: This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

5. Binding on successors: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

CITY OF HALLSVILLE:

By: Kate Bon-Ingh Mayor

ATTEST:

Janita Tisdale Sample
City Clerk

Approved as to form:

[Signature]
City Attorney

BOONE COUNTY, MISSOURI:

By: Kip Kendrick
Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna Lennon
Brianna Lennon, County Clerk

AUDITOR ACKNOWLEDGEMENT
FOR BUDGET PURPOSES:

Kyle Rieman by HR Revenue Only
Kyle Rieman, Boone County Auditor 1730-3528
12-23-24

Approved as to form:

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