### CERTIFIED COPY OF ORDER

49/-2025

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20

**County of Boone** 

J ea.

7th

day of October

**20** 25

25

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby receive and accept the plats, item A, as listed in the attached consent agenda (Attachment A), and authorizes the Clerk to insert the associated staff report into the minutes of this meeting as if read verbatim.

Attachment A:

A. Nichols Ridge Plat 1. A-2. S27-T51N-R13W. Bourbon Township. Elizabeth Lockwood Revocable Trust, owner. Derek Forbis, surveyor.

Done this 7<sup>th</sup> day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# Staff Report for County Commission RE: P&Z Agenda Items September 9, 2025

The Planning and Zoning Commission reviewed Agenda Items 1 at its September 18, 2025, meeting. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

#### 1. Consent Agenda -Plats

Regarding the Consent Agenda, the plat, Items A, was approved by consent and is presented for your receipt and acceptance. I request that you waive the reading of the staff report and authorize the Clerk to insert it into the minutes of this meeting as if read verbatim.

A. Nichols Ridge Plat 1. A-2. S27-T51N-R13W. Bourbon Township. Elizabeth Lockwood Revocable Trust, owner. Derek Forbis, surveyor.

The subject property is located off of N Highway NN, north of the intersection of N Highway NN and W Creed Road. The proposal is to divide 11.52 acre into a three-lot minor subdivision. An existing house and onsite wastewater lagoon are present on the western portion of the property. The zoning is A-2 and is surrounded by A-2 zoning on all sides.

There is an existing driveway that provides access to the existing dwelling to N Highway NN on proposed lot 1. Access for lots 2 and lots 3 will be shared along a side property line. The applicant has not submitted a request for a waiver from the traffic study requirement. Approval of the three-lot minor plat will result in two additional traffic sources. This is unlikely to significantly impact transportation resources in the area. Granting a waiver from the traffic impact study is appropriate in this case.

The property is located within Public Water Supply District #10 service area. Boone Electric provides power service. The Boone County Fire Protection District provides fire protection in the area. The nearest station, Station #6, is approximately 7.5 miles away.

An existing onsite wastewater lagoon serves the single-family dwelling on proposed lot 1. The applicant has submitted an onsite sewer exhibit showing potential lagoon locations to serve future residential development on lots 2 and 3. The applicant has not submitted a request for a waiver from the sewer cost benefit analysis. There is no public sanitary sewer system available nearby. Approval of a three-lot minor is unlikely to warrant construction of a public sanitary sewer system. Granting a waiver to the sewer cost benefit analysis is appropriate in this case.

The property scored 38 points on the rating system

Staff recommended approval of the plat and granting of waivers.

## 492-2025

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 25

**County of Boone** 

ea.

7th

day of October

**20** 25

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 669, Assistant Prosecuting Attorney II, and does hereby authorize an appropriation of \$80,017.60 for the salary of said position.

Done this 7<sup>th</sup> day of October 2025,

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

### **CERTIFIED COPY OF ORDER**

493-2025

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 25

County of Boone

ea.

In the County Commission of said county, on the

7th

day of October

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a standing request to hire above the flexible hiring maximum for position 304, Office Specialist Part-Time Pool, and position 929, Office Specialist II Part-Time Pool in the Collector's Office for the 2025-2026 tax season. This order authorizes hiring at up to \$16.55 per hour for position 304, Office Specialist Part-Time Pool, and up to \$20.00 per hour for position 929, Office Specialist II Part-Time Pool.

Done this 7<sup>th</sup> day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

494-2025

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

Oct

October Session of the October Adjourned

Term. 20 25

**County of Boone** 

ea.

In the County Commission of said county, on the

7th

day of October

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 Regional Homeland Security Oversight Committee Asset Disposal submitted from the Boone County Office of Emergency Management.

Done this 7<sup>th</sup> day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

## **CERTIFIED COPY OF ORDER**

195-2025

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 25

**County of Boone** 

In the County Commission of said county, on the

7th

day of October

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment Two (2) to contract C000239 (35-20SEP21) - Pest Control Services for Facility Management and Road & Bridge. The contract amendment is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 7<sup>th</sup> day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

## **Boone County Purchasing**

Brijanna Purdy Buyer



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

#### **MEMORANDUM**

TO:

Boone County Commission

FROM:

Brijanna Purdy

DATE:

September 22, 2025

RE:

Amendment Two (2) - C000239 (35-20SEP21) - Pest Control Services

Contract *C000239 (35-20SEP21) - Pest Control Services* was approved by the commission for award to Wingate Pest & Lawn LLC on October 12, 2021, commission order #433-2021.

Amendment Two (2) adds three locations to the renewal contract:

- Boone County Sheriff's Shooting Range, 2201 E County Drive for \$115.00 per treatment.
- Boone County Sheriff's Training Center, 2205 E County Drive for \$125.00 per treatment.
- Juvenile Justice Center, 5665 Roger Wilson Mem. Dr. for \$135.00 per treatment.

Amendment Two (2) also adds the "Confidentiality Agreement" form for the Juvenile Justice Center. Renewal Pricing is firm for the period of January 1, 2026, through December 31, 2026, with no increase in cost from the previous renewal.

There are no other changes to the contract.

This is a Term & Supply contract utilized by Facility Management & Road & Bridge. The three additional locations' invoices will be paid from department 6101 – Facility Management Housekeeping & Custodial Services, account 60150 – Pest Control.

/bp

cc:

Johnny Mays, Jody Moore, Jean Meyer – Facility Management Greg Edington, Brandy Hammond – Road & Bridge Contract File Commission Order:

495-2025

10.07.2025

#### CONTRACT AMENDMENT NUMBER TWO FOR PEST CONTROL SERVICES

The Agreement, C000239 (35-20SEP21), dated the 12th day of October 2021, made by and between Boone County, Missouri, and Wingate Pest and Lawn, LLC, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. Add the following addresses with pricing to the contract beginning on 1/1/2026. Price is firm through 12/31/26.
  - 1.1 Boone County Sheriff's Shooting Range, 2201 E County Drive 27,191 Square Feet

Unit Price: \$115.00

1.2 Boone County Sheriff's Training Center, 2205 E County Drive

22,620 Square Feet Unit Price: \$125.00

1.3 Juvenile Justice Center, 5665 Roger Wilson Mem. Dr.

18,545 Square Feet Unit Price: \$135.00

- 2. Add line 1.20 Sheriff's Shooting Range (27,191 SQ. FT.), Line 1.21 Sheriff's Training Center (22,620 SQ.FT.), and Line 1.22 Juvenile Justice Center (18,545 SQ.FT.) to renewal pricing. See Attachment One (1).
- 3. Billing for these areas shall be sent to Facilities Management, 613 E. Ash, Room 106, Columbia, MO 65201
- 4. Prior to any work done in the Juvenile Justice Center, the technician shall be required to fill out the "Confidentiality Agreement." This will only need to be filled out once per technician. See Attachment Two (2), attached hereto.
- 5. This contract shall be renewed from 1/1/2026 12/31/2026 with no increase in pricing per agreement letter dated September 12, 2025. See Attachment Three (3).
- 6. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement as previously amended shall remain in full force and effect.

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

WINGATE	PEST & I	LAWN.	, LLC
---------	----------	-------	-------

BOONE COUNTY, MISSOURI

By: Boone County Commission

ATTEST:

		By. Bootto county commission
	DocuSigned by	DoguSigned by:
By:	Bryan Ninichuck	F Fil
	O96A28EE32F94E6.	Kip Kendrick, Presiding Commissioner
Title	Owner	Sample Section Consequence

APPROVED AS TO FORM:

a malue CJ Dyknouse, County Counselor

Brianna L. Lennon, County Clerk

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

6101 / 60150 Term and Supply

Lyle Riverse	9/24/2025	
Signature	Date	Appropriation Account

35-20S	EP21 - PEST CONTROL SERVICES - TERM &	SUPPL	Y	Wingate 4th Renewal 0% Increase 1/1/26 -
- 11-11-11	RENEWAL PRICING			12/31/26
Line	Description	QTY	UOM	Unit
1	PEST CONTROL SERVICE	1	EA	\$10,059.00
1.1	ALTERNATIVE SENTENCING CENTER (5,700 SQ. FT.), 607 E. Ash Street, Columbia, MO 65201	4	SITE VISIT	\$73.50
1.2	BOONE COUNTY ANNEX (5,211 SQ. FT.), 613 E. Ash Street, Columbia, MO 65201	4	SITE VISIT	\$73.50
1.3	JOHNSON BUILDING (14,896 SQ. FT.), 601 E. Walnut Street, Columbia, MO 65201	4	SITE VISIT	\$94.50
1.4	IV-D / NON-DEPARTMENTAL (4,956 SQ. FT.), 605 E. Walnut Street, Columbia, MO 65201	4	SITE	\$73.50
1.5	911 SERVICES (2,668 SQ. FT.), 609 E. Walnut Street, Columbia, MO 65201	4	SITE VISIT	\$52.50
1.6	COURTHOUSE (98,000 SQ. FT.), 705 E. Walnut Street, Columbia, MO 65201	4	SITE VISIT	\$189.00
1.7	GOVERNMENT CENTER (50,298 SQ. FT.), 801 E. Walnut Street, Columbia, MO 65201	4	SITE VISIT	\$157.50
1.8	VACANT (5,250 SQ. FT.), 101 N. 7th Street, Columbia, MO 65201	4	SITE VISIT	\$68.25
1,9	ROAD BRIDGE (15,200 SQ. FT.), 5551 S. Tom Bass Road, Columbia, MO 65201	4	SITE VISIT	\$84.00
1.1	HALLSVILLE FACILITY (750 SQ. FT.), 950 Highway 124, Hallsville, MO 65201	4	SITE	\$52.50
1.11	NORTH FACILITY (11,700 SQ. FT.), 5501 Oakland Gravel Road, Columbia, MO 65202	4	SITE VISIT	\$78.75
1.12	CENTRALIA CLINIC (1,745 SQ. FT.), 1021 E. Highway 22, Centralia, MO 65240	4	SITE	\$57.75
1.13	ECC SUPPORT BUILING (11,735 SQ. FT.), 2177 County Drive, Columbia, MO 65202	4	SITE	\$84.00
1.14	ECC FACILITY (25,226 SQ. FT.), 2145 County Drive, Columbia, MO 65201	4	SITE	\$110.25
1.15	SHERIFF DEPT. (14,500 SQ. FT.), 2121 County Drive, Columbia, MO 65202	4	SITE	\$94.50
1.16	BC JAIL (39,000 SQ. FT.), 2121 County Drive, Columbia, MO 65202	24	SITE	\$162.75
1.17	BC SHERIFF ANNEX (19,050 SQ. FT.), 2111 County Drive, Columbia, MO 65201	4	SITE VISIT	\$84.00
1.18	REALITY HOUSE (12,044 SQ. FT.), 1900 Prathersville Road, Columbia, MO 65202	4	SITE	\$110.25
1.19	COMMUNITY SERVICES (4,464 SQ/FT), 107 N. 7th Street, Columbia, MO 65201	4	SITE	\$73.50
1.20	Sheriff's Shooting Range (27,191 SQ. FT.), 2201 E County Drive, Columbia, MO 65201	4	SITE VISIT	\$115.00
1.21	Sheriff's Training Center (22,620 SQ.FT), 2205 E County Drive, Columbia, MO 65201	4	SITE	\$125.00
1.22	Juvenile Justice Center (18,545 SQ.FT), 5665 Roger Wilson Mem. Dr.	24	SITE VISIT	\$135.00

35-208	SEP21 - PEST CONTROL SERVICES - TERM	& SUPF	PLY	Wingate 4th Renewal 0% Increase
	RENEWAL PRICING			1/1/26 - 12/31/26
2	TERMITES	1		\$134.40
2.1	TERMITE TREATMENT	1	LF	\$3.15
2.2	ANNUAL WARRANTY FOR TREATED BUILDING PER YEAR	1	EA	\$131.25
3	RENEWAL PRICING INCREASES			
3.1	FIRST RENEWAL PERIOD	1	EA	5%
3.2	SECOND RENEWAL PERIOD	1	EA	5%
3.3	THIRD RENEWAL PERIOD	1	EA	5%
3.4	FOURTH RENEWAL PERIOD	1	EA	5%



# THIRTEENTH JUDICIAL CIRCUIT COURT FAMILY COURT Juvenile Division

#### CONFIDENTIALITY AGREEMENT

I understand and agree that all information regarding Juvenile Court Services' youth and their families is privileged information pursuant to Missouri State Law (211.321, RSMo) and Supreme Court Rules (Rule 122.02).

I further agree that confidential information will not be discussed with anyone except authorized Juvenile Court Services personnel.

I understand that breach of this agreement may result in legal action.

Signature	-	<b>(2</b> )			
<b>(*</b>					
Date					
			Witness		
			Boone Co.	Callaway Co.	JJC
			Date		

# **Boone County Purchasing**

Brijanna Purdy Buyer



5551 S. Tom Bass Rd. Room 206 Columbia, MO 65201 Phone: 573-886-4394

bpurdy@boonecountymo.org

September 12, 2025

Wingate Pest Management, LLC ATTN: Bryan Ninichuck 4302 Bold Venture Suite A Columbia, MO 65202

RE: # C000239 (35-20SEP21) - Pest Control Services - Term & Supply

Dear Mr. Ninichuck:

Please sign and date below if you wish to renew the above-mentioned contract through December 31, 2026. Please return this renewal by September 25th, 2025.

Due to budget constraints the County requests that vendors consider providing services at the same pricing level or less as the previous contract period. If proposing an increase, please provide a letter with the reasoning for the proposed increase.

I, BDYAN N NOCHULAR Wingute Pest Management, LLC, agree to renew contract # 35-20SEP21 - Pest Control Services · Term and Supply under the same terms and conditions with (please complete the new pricing) a \_\_\_\_% increase in cost; a \_\_\_\_\_% decrease in cost; pricing remains the same.

| 4 - 15-2025 | Date | Dat

Please sign and date below if you do not wish to renew # 35-20SEP21 - Pest Control Services - Term & Supply.

Signature Date

Please sign and return it by email. Once received, we will send you a confirmed contract renewal letter,

Should you have any questions or need additional information, I may be reached at (573) 886-4394 or by e-mail to: bpurdy@boonecountymo.org.

Sincerely,

Brijanna Purdy Buyer

cc:

Johnny Mays, Jody Moore, Facilities Maintenance Greg Edington, Brandy Hammond - Road & Bridge Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

## **CERTIFIED COPY OF ORDER**

LAG -2025

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20

**County of Boone** 

ea.

In the County Commission of said county, on the

7th

day of October

**20** 25

25

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C001038 awarded from cooperative contract R221002 for Ergonomic Workplace Solutions with Inside the Lines of Columbia, Missouri for the Boone County Sheriff's Office. The contract is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 7<sup>th</sup> day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janel M. Thompson

## **Boone County Purchasing**

Liz Palazzolo, CPPO, C.P.M. Senior Buyer



5551 S. Tom Bass Road Columbia, MO 65202 Phone: (573) 886-4392

#### **MEMORANDUM**

TO:

Boone County Commission

FROM:

Liz Palazzolo, Senior Buyer

DATE:

September 30, 2025

RE:

Award of Contract C001038 from Cooperative Contract R221002 for

Ergonomic Workplace Solutions for the Boone County Sheriff's Office

Purchasing requests approval of contract C001038 using co-operative contract R221002 for Ergonomic Workplace Solutions with Inside the Lines of Columbia, Missouri for the purchase of Humanscale product line furniture products for the Boone County Sheriff's Office.

The contract period will run from October 01, 2025 through December 31, 2025. There are two (2) one-year renewal options available beyond this initial contract period.

This is a Term and Supply contract. This initial purchase for the Training Center costs will be coded as follows:

• 4130 – Law Enforcement Training Center Construction/71231 – Owner Costs: \$4,655.50.

/lp

Contract File c:

09/30/25 RQST DATE

### PURCHASE REQUISITION BOONE COUNTY, MISSOURI

/NDR#	-	VENDOR NAME	•	В	ID#
Ship	to Dept #:	2910	Bill	to Dept #: 4	130
Dept	Account	Item Description	Qty	Unit Price	Amount
4130	*71231	M/flex Dual Monitor Arm - Humanscale - Reception	1	\$360,24	\$360.2
4130	71231	NEATTECH Mini 24in L x 4.5in D x 4inW Pinstripe Mesh - Graphite - Reception - Humanscale	11_	\$76.26	\$76.2
4130	71231	NEATTECH Mini 24in L x 4.5in D x 4inW Pinstripe Mesh - Graphite - Private Offices - Humanscale	4	\$78.26	\$305.0
4130	71231	M/flex Dual Monitor Arm - Humanscale - Private Offices NEATTECH Mini 24in L x 4.5in D x 4inW Pinstripe Mesh -	4	\$360.24	\$1,440.9
4130	71231	Graphite - 112 PDU SGT - Humanscale	11_	\$76.26	\$76.2
4130	71231	M/flex Dual Monitor Arm - Humanscale -112 PDU SGT	11_	\$360.24	\$360.2
4130	71231	M/flex Dual Monitor Arm - Humanscale - Shared Office	3	\$360.24	\$1,080,7
4130	71231	NEATTECH Mini 24in L x 4.5in D x 4inW Pinstripe Mesh - Graphite - Shared Office - Humanscale	3	\$76,26	\$228.7
4130	71231	Delivery & Installation	1	\$737.00	\$737.0
					\$0.0
				<u> </u>	\$0.0
					\$0.0
	16				\$0.0
					\$0.0
	ļ				\$0,0
		~~~	ļ		\$0.0
					\$0.0
			GRAND	TOTAL:	4,665.50

S:\PU\AUDFRMS\Purchase Requisitions 2025\R221002 (C001038) Ergnonimic Workplace Solutions

**Auditor Approval** 

Commission	Order#	496-2025
Commission	Order#	

# PURCHASE AGREEMENT FOR ERGONOMIC WORKPLACE SOLUTIONS – TERM & SUPPLY

THIS AG	REEMEN	T, County	Contract C001038, awarded from cooperative contract R221002,
dated the 7th	day of _	October	2025 is made between Boone County, Missouri, a political
subdivision of the	State of M	issouri thr	ough the Boone County Commission, herein "County" and Inside
the Lines, LLC h	erein "Ven	dor."	

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Ergonomic Workplace Solutions, in compliance with all bid specifications and any addenda issued for the Omnia Partners contract R221002 and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Omnia Partners contract R221002, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's bid response.
- 2. *Purchase* The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Ergonomic Workplace Solutions consistent with the terms and pricing of Omnia Partners contract R221002, and specifically quote 25-3031 HUM from Abbey Milligan dated 9/24/2025 on behalf of the Contractor for the Boone County Sheriff's Office attached hereto and incorporated into the contract as **Attachment One** for the total price of \$4,665.50.
- 3. Contract Term This agreement shall commence on October 01, 2025 and extend through December 31, 2025 subject to the provisions for termination specified below. The contract has two (2) one-year renewal options available.
- 4. *Billing and Payment* Billing for the referenced quote shall be to the Boone County Sheriff's Office, Attn: Leasa Quick, at 2121 County Drive, Columbia, Missouri, 65202. All additional billing shall be invoiced to the ordering Boone County department or office; specific invoice address information should be requested by the Contractor at the time of the order. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper-work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all billing statements within thirty (30) calendar days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 5. *Warranty* The manufacturer standard warranty shall apply and commence upon the County's acceptance of delivered product.
- 6. *Delivery* The Contractor shall coordinate with the ordering Boone County department or office regarding the timing and scheduling of all deliveries.

Signature

- 7. *Binding Effect* This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 8. *Termination* This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - **b.** The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - c. Termination for Convenience The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
  - d. If appropriations are not made available and budgeted for any calendar year.

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

by Donald & Hinshaw  CCB49DTAA0504FE  title General Manager	by: Boone County Commission  Docusigned by: 57400BED98434D4
	Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
DocuSigned by:  7D71DEAEB9D74DD	Signed by:  Branna Lunon  D267E242BFB948C
County Counselor	County Clerk
AUDITOR CERTIFICATION: In accordance with RSMe unencumbered appropriation balance exists and is available contract. (Note: Certification of this contract is not require measurable county obligation at this time.)	e to satisfy the obligation(s) arising from this
	4130/71231 – Term & Supply
NA SANT W.	

10/1/2025

Date

Appropriation Account

## CERTIFIED COPY OF ORDER

497 -2025

STATE OF MISSOURI

**County of Boone** 

} ea.

October Session of the October Adjourned

Term. 20 25

In the County Commission of said county, on the

7th

day of October

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C001039 awarded from cooperative contract 091423-OFS for Furniture Solutions with Related Accessories with Inside the Lines of Columbia, Missouri for the Boone County Sheriff's Office. The contract is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 7<sup>th</sup> day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

## **Boone County Purchasing**

Liz Palazzolo, CPPO, C.P.M. Senior Buyer



5551 S. Tom Bass Road Columbia, MO 65202 Phone: (573) 886-4392

#### **MEMORANDUM**

TO: Boone County Commission FROM: Liz Palazzolo, Senior Buyer

DATE: September 30, 2025

RE: Award of Contract C001039 from Cooperative Contract 091423-OFS for

Furniture Solutions with Related Accessories and Services for the Boone

County Sheriff's Office

Purchasing requests approval of contract C001039 using Sourcewell co-operative contract 091423-OFS for Furniture Solutions with Related Accessories and Services with Inside the Lines of Columbia, Missouri for the purchase of OFS Brands, Inc. product line furniture products for the Boone County Sheriff's Office.

The contract period will run from October 01, 2025 through December 04, 2027. There are three (3) one-year renewal options available beyond this initial contract period.

This is a Term and Supply contract. This initial purchase for the Training Center costs will be coded as follows:

• 4130 – Law Enforcement Training Center Construction/71231 – Owner Costs: \$49,925.36.

/lp

c: Contract File

09/30/25 RQST DATE

## PURCHASE REQUISITION BOONE COUNTY, MISSOURI

8617	Inside the Lines LLC	091423-OFS
VNDR#	VENDOR NAME	BID#

Ship to Dept #: 2910

Bill to Dept #: 4130

Dept	Account	Item Description	Qty	Unit Price	Amount
4130	71231	Acen Training Chair - Carton of 3 - 120 Briefing	4	\$903.90	\$3,615.60
4130	71231	Acen Training Chair - Carton of 3 - 131 & 132 Meeting	44	\$903.90	\$39,771,60
4130	71231	Genus Stack Chair - Poly - Carton of 4 Chairs - 133 Simulation Room	1	\$527.62	\$527,62
4130	71231	Genus Stack Chair - Poly - Single Chair - 133 Simulation Room	2	\$151.34	\$302,68
4130	71231	Genus Stack Chair - Poly - Carton of 4 Chairs - 134 Defensive Tactics	3	\$527.62	\$1,582.86
4130	71231	Delivery & Installation	1	\$4,125.00	\$4,125.00
					\$0.00
					\$0.00
		341-			\$0.00
					\$0.00
		HARAS CONTRACTOR OF THE PROPERTY OF THE PROPER			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0,00
			GRAND	TOTAL:	49,925.36

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

Approving Official

Prepared By

Auditor Approval

Commission	Order #	497-2025
COUNTINGSTON	Cluci "	

# PURCHASE AGREEMENT FOR FURNITURE SOLUTIONS WITH RELATED ACCESSORIES AND SERVICES - TERM & SUPPLY

THIS AGREE	MENT, Co	unty Contract	C001039, awarded from cooperative contract 091423 -
OFS, dated the 7th	day of	October	2025 is made between Boone County, Missouri, a
political subdivision of	the State of	Missouri thro	rugh the Boone County Commission, herein "County"
and Inside the Lines, I	LLC herein	"Vendor,"	

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Furniture Solutions with Related Accessories and Services, in compliance with all bid specifications and any addenda issued for the Sourcewell contract 091423-OFS and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Sourcewell contract 091423-OFS, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's bid response.
- 2. **Purchase** The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Furniture Solutions with Related Accessories and Services consistent with the terms and pricing of Sourcewell contract **091423-OFS**, and specifically quote 25-3031 OFS from Abbey Milligan dated 9/24/2025 on behalf of the Contractor for the Boone County Sheriff's Office attached hereto and incorporated into the contract as **Attachment One** for the total price of \$49,925.36.
- 3. Contract Term This agreement shall commence on October 01, 2025 and extend through December 04, 2027 subject to the provisions for termination specified below. The contract has three (3) one-year renewal options available.
- 4. Billing and Payment Billing for the referenced quote shall be to the Boone County Sheriff's Office, Attn: Leasa Quick, at 2121 County Drive, Columbia, Missouri, 65202. All additional billing shall be invoiced to the ordering Boone County department or office; specific invoice address information should be requested by the Contractor at the time of the order. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper-work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all billing statements within thirty (30) calendar days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 5. *Warranty* The manufacturer standard warranty shall apply and commence upon the County's acceptance of delivered product.
- 6. *Delivery* The Contractor shall coordinate with the ordering Boone County department or office regarding the timing and scheduling of all deliveries.

- 7. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 8. *Termination* This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - **b.** The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - c. Termination for Convenience The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
  - d. If appropriations are not made available and budgeted for any calendar year.

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

INSIDE THE LINES LLC	BOONE C	COUNTY, MISSOURI
by Donald to Hinshaw  cc849D7AA0504FE  title General Manager	DocuSigner   State   S	
APPROVED AS TO FORM:	ATTEST:	
DocuSigned by:  (3) Julian	Signed by: Brians D267E242E	a l lennon
County Counselor	County Cle	erk
AUDITOR CERTIFICATION: In accordance unencumbered appropriation balance exists an contract. (Note: Certification of this contract measurable county obligation at this time.)	nd is available to satisfy the	ne obligation(s) arising from this
	413	0/71231 -Term & Supply
		-20
DocuSigned by:		
Kyle Rieman by AN.	10/1/2025	
Signature	Date	Appropriation Account

## CERTIFIED COPY OF ORDER

198-2025

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 25

**County of Boone** 

ea.

In the County Commission of said county, on the

7th

day of October

20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C001040 awarded from cooperative contract 230301 for Furniture, Furnishings, & Services with Inside the Lines LLC of Columbia, Missouri for the Boone County Sheriff's Office. The contract is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 7th day of October 2025,

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane M. Thompson

# **Boone County Purchasing**

**Liz Palazzolo, CPPO, C.P.M.** Senior Buyer



5551 S. Tom Bass Road Columbia, MO 65202 Phone: (573) 886-4392

#### **MEMORANDUM**

TO:

Boone County Commission

FROM: DATE:

Liz Palazzolo, Senior Buyer

RE:

September 30, 2025 Award of Contract C001040 from Cooperative Contract 230301 for

Furniture, Furnishings & Services for the Boone County Sheriff's Office

Purchasing requests approval of contract C001040 using TIPS co-operative contract 230301 for Furniture, Furnishings & Services with Inside the Lines of Columbia, Missouri for the purchase of Lightcorp products for the Boone County Sheriff's Office.

The contract period will run from October 01, 2025 through May 31,2028.

This is a Term and Supply contract. This first purchase will be coded as follows:

• 4130 – Law Enforcement Training Center Construction/71231 – Owner Costs: \$1,344.96.

/lp

c: Contract File

09/30/25 RQST

### PURCHASE REQUISITION BOONE COUNTY, MISSOURI

8617 VNDR #		Inside the Lines LLC VENDOR NAME	_		230301 BID #
VIVUR #	•	VENDOR NAME			# עום
Ship	to Dept#:	2910	Bill	to Dept #:	4130
Dept	Account	Item Description	Qty	Unit Price	Amount
4130	71231	Nik+14 IN Strip with 4 Receptables Desktop Power - Lightcorp - Private Offices	4	\$224.16	\$896.6
4130		Nik+14 IN Strip with 4 Receptables Desktop Power -			
	71231	Lightcorp - 112 PDU SGT Nik+14 IN Strlp with 4 Receptables Desktop Power -	1	\$224.16	\$224.1
4130	71231	Lightcorp - Shared office	11	\$224.16	\$224.1
4130	71231	Lightcorp - Small Order Fee	111	\$0.00	\$0.0
					\$0,0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
,					\$0.0
					\$0.0
					\$0.0
					\$0.0
				-	\$0.0
			GRAND	TOTAL	\$0.0 1,344.96

Auditor Approval

Commission	Order#	498-2025	
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#### PURCHASE AGREEMENT FOR

#### FURNITURE, FURNISHINGS, & SERVICES (LIGHTCORP) - TERM & SUPPLY

THIS A	GREEMEN	T, County	Contract C001040, awarded from cooperative contract 230301,
dated the 7th	day of	October	2025 is made between Boone County, Missouri, a political
subdivision of t	he State of M	lissouri thro	ough the Boone County Commission, herein "County" and Inside
the Lines, LLC	herein "Ven	dor."	

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for Furniture, Furnishings & Services in compliance with all bid specifications and any addenda issued for the The Interlocal Purchasing System (TIPS) contract 230301 and the Standard Terms and Conditions of Boone County, Missouri. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, The Interlocal Purchasing System (TIPS) contract 230301, and the Standard Terms and Conditions of Boone County, Missouri shall prevail and control over the vendor's bid response.
- 2. Purchase The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Furniture, Furnishings, & Services consistent with the terms and pricing of The Interlocal Purchasing System (TIPS) contract 230301, and specifically quote 25-3031 LCC from Abbey Milligan dated 9/23/2025 on behalf of the Contractor for the Boone County Sheriff's Office attached hereto and incorporated into the contract as Attachment One for the total price of \$1,344.96.
- 3. Contract Term This agreement shall commence on October 01, 2025 and extend through May 31, 2028 subject to the provisions for termination specified below.
- 4. Billing and Payment Billing for the referenced quote shall be to the Boone County Sheriff's Office, Attn: Leasa Quick, at 2121 County Drive, Columbia, Missouri, 65202. All additional billing shall be invoiced to the ordering Boone County department or office; specific invoice address information should be requested by the Contractor at the time of the order. Billings may only include the prices listed in the vendor's bid response. No additional fees for paper-work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all billing statements within thirty (30) calendar days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 5. *Warranty* The manufacturer standard warranty shall apply and commence upon the County's acceptance of delivered product.
- 6. **Delivery** The Contractor shall coordinate with the ordering Boone County department or office regarding the timing and scheduling of all deliveries.

INSIDE THE LINES LLC

- 7. **Binding Effect** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 8. *Termination* This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - **b.** The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - c. Termination for Convenience The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or

BOONE COUNTY, MISSOURI

d. If appropriations are not made available and budgeted for any calendar year.

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

by Donald to Hinshaw	by: Boone Co	ounty Commission
CCB49D7AA0504FE;;	DocuSigned by:	
title General Manager	15 Fil	
	57400BED96434D	
	Presiding Com	missioner
APPROVED AS TO FORM:	ATTEST:	
DocuSigned by:	Signed by:	
TD71DEAEB9D74DD	Brianna (	, lunon
County Counselor	County Clerk	
AUDITOR CERTIFICATION: In accordance unencumbered appropriation balance exist contract. (Note: Certification of this contract this time)	sts and is available to satisfy the c tract is not required if the terms of	obligation(s) arising from this
		4130/71231: Term & Supply
Docusigned by:	10/1/2025	
Rule Kiemar by All. 8E8FE1148A274E1	10/1/2020	
Signature	Date	Appropriation Account

499-2025

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

October Session of the October Adjourned

**Term. 20** 25

**County of Boone** 

ea.

In the County Commission of said county, on the

7th

day of October

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a contract with Hawthorn Memorial Gardens for the interment of cremated remains held by the Boone County Medical Examiner. The terms of the agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 7<sup>th</sup> day of October 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

### 2025000152

### HAWTHORN MEMORIAL GARDENS

#### RETAIL TIME CONTRACT

### CEMETERY INTERMENT RIGHTS, MERCHANDISE AND SERVICES PURCHASE/SECURITY AGREEMENT

This Agreement is made and entered into as of the date set County of Boone Missouri		etween the undersigned "Sell			Seller" and led the "Purchaser"
Address 801 E Walnut, Rm 333	nse Print)	Columbia		MO	65201
Residence Telephone No. 573-886-4312		Daily Telephone No.		(Sinte)	(Zip)
WITNESSETH THAT: The Seller agrees to sell and Purch	aser agrees to buy the	e following described Interme	nt, Entombment	and/or Inurnme	nt Rights
("Interment Rights"), Merchandise and Services.			Пол		
		Lawn Crypt  Niche	Other _	=	
Description of Interment Rights: Chapel of Peace, Patio					
SUMMARY OF INTERN	MENT RIGHTS, ME	RCHANDISE AND SERVIC			
Qty.	AND DECEMBER AND S	Total Cash Price (a + b			(c) \$ 6,600.00
1 Patio South Single Crypt - Level A	\$ 6,000.00	Less, Payments and other cr	edits		
Peace-Patio South Single-Level A and B	\$ 600,00				
Subtotal	(a) \$ 6,600.00				
Total Cash Price (a) + (b)	(c) \$ 6,600,00				
Total Sales 7 Act (a)	(A) _H(MAX-33,432				
		77. (			(d) \$ 0.00
		Total Down Payment Principal Balance (c mi	mus d)		(e) \$ 6,600.00
		Remarks: Crypt for unclain		Boone Co.	(0)
		Opening/closing			e removed per
			100 01 3500.00 cm	arged ir terrain	a temperature
		Jeff Hilke			
accordance with the payment schedule dates set out above.  2. Title. Seller will retain title to said Interment Rights an 3. Cemetery Rules and Regulations. Purchaser agrees the present (and as may be hereafter adopted, amended or altered) Rule 4. Opening and Closing and Memorial Death Date Chapplicable processing fee is not included in the Total Cash Price, the Price, the amount charged is for normal work hours and weekday thours.  Any Interment Rights sold under this Agreement are part of care fund required by law. Information regarding the endown (Purchaser Must Initial Box If Applicable) information service or (ii) delivery of any memorial or relate	hat all rights conveyed es and Regulations of Sharges. If a charge for othere will be an added crates. There will be an after the care care fund is available.	under this Agreement are subject Seller which are available for exa- pening and closing the interment harge at the time of need. If the o additional charge if the service is emetery. The undersigned cen lable to the prospective purch y authorizes the Seller to defe	to, and Purchaser a mination in Seller's space or to provide pening and closing provided on weeke metery has establis aser upon request r: (i) performance	grees to at all tim office.  a memorial deat charge is include nds, holidays, or a thed and maintal.	h date and any d in the Total Cash after normal work ins the endowed
date, if applicable).  NOTICE TO THE BUYER: (1) DO NOT SIGN THIS (2) YOU ARE ENTITLED TO AN EXACT COPY OF OFF IN ADVANCE THE FULL AMOUNT DUE AND FINANCE CHARGE.	THE CONTRACT	YOU SIGN. (3) UNDER TH	IE LAW YOU H	AVE THE RIC	GHT TO PAY
NOTICE: BY SIGNING THIS AGREEMENT, PURCI SELLERSHALL BE RESOLVED BY ARBITRATION WELL AS HIS/HER RIGHT OF APPEAL.	IASER IS AGREE AND PURCHASE	ING THAT ANY CLAIM P R IS GIVING UP HIS/HER	URCHASER M RIGHT TO A C	AY HAVE AGA COURT OR JU	AINST THE JRY TRIALAS
The Internal Revenue Service does not require your consent document other than the certifications required to avoid but Purchaser Hereby Acknowledges That This Contract Wessential Provisions Before It Was Signed By Purchaser Was Delivered To Purchaser At This Time	ckup withholding. Vas Completed As T	o All	Hawthorn Men 4205 Hon	ner Rond y, MO 65109	i
Signed this 4 day of September 2	20 25	Cemetery Representative	Ch Ju	Signature	
Purchaser Signature Ky / L		Deh K	. (	30"	
Co-Purchaser Signature		(Print Naz	ne d'Gemetery Repre	sentative)	

#### ADDITIONAL TERMS AND CONDITIONS

- 5. Death Prior to Payment in Full. Should the need for interment occur before final payment of the Total Sale Price set forth herein, the Purchaser shall have the right to inter the deceased in the interment space selected, provided the proportionate part of said Total Sale Price applicable to the Interment Right, Merchandise or Service to be used shall have first been paid.
- 6. Default or Cancellation. Sections 214.270 to 214.410, RSMo, are known as the "Cemetery Endowed Care Fund Law" which establishes certain requirements for owning and operating, endowed care cemeteries in the State of Missouri.
  - (a) If for any reason the Seller cannot or does not comply with the terms of this Agreement within a reasonable time after Seller is required to do so, the Purchaser (or his/her heirs or assigns or duly authorized representative) shall have the right to receive a refund of an amount equal to the sales price paid for undelivered Interment Rights, merchandise or services, plus any undistributed interest held in trust attributable to such items. In the event the Seller is prevented from performing as a result of any strike, lockout, invasion, insurrections, riot, war, order of any civil or military authority or of any court, or any other unforeseen contingency beyond the control of Seller, then the Seller's time for performance shall be extended by the length of such delay.
  - (b) Failure by the Purchaser to make any payment within 15 days of the time required by the Agreement for any items not covered in (b) above shall constitute a default. If he Purchaser defaults in making any such payment, the Seller shall have the right to cancel this Agreement then retain all monies paid (as liquidated damages and not as a penalty) for any items sold unless otherwise required by the Cemetery Endowed Care Fund Law. Upon cancellation in the event of Purchaser's default, at Seller's discretion, Seller may cause a Certificate of Interment Rights to be issued for Interment Rights of Seller's selection, provided the Purchaser's Net Equity (total amount paid less earned Finance Charge) is equal to or greater than the selling price of said Interment Rights. If Seller elects to Cancel this Agreement, it shall be relieved of all further obligations hereunder.
- 7. Conveyance of Title and Delivery. Upon payment in full of the Total Sale Price to Seller or Seller's assignee, Seller will convey to Purchaser all rights, title or interests in the within-described Interment Rights and will deliver, upon Purchaser's request, the within-described merchandise. Notwithstanding any other provision to the contrary in this Agreement, like the parties hereto agree that delivery of any merchandise and performance of any service(s) purchased hereunder commences upon the date the Purchaser approves and authorizes the manufacture, installation and performance of the same. Upon payment in full of the Total Sale Price to Seller or Seller's assignee, Seller will, upon Purchaser's request, complete delivery of within-described merchandise and performance of within-described services.
- 8. Liquidated Damages. The parties agree that it is impractical and extremely difficult to fix the actual damages, if any, which may result from the breach or cancellation of this Agreement by Purchaser. If this Agreement is cancelled, Seller may retain as liquidated damages and not as a penalty all monies paid to the extent authorized by paragraph 10 above, which shall be Seller's exclusive remedy against Purchaser. Upon such cancellation, all rights, title and interests of Purchaser under or by virtue of this Agreement shall terminate.
- 9. Collection Costs. If the Liquidated damages provision herein is held to be unenforceable, Seller's remedies shall be limited to compensatory damages measured by the difference between the Total Sale Price and the amount at which Seller could resell the Interment Rights, increased by any collection and resale expenses borne by Seller and decreased (but not below zero) by all monies paid hereunder and allocable to the Interment Rights. It is further agreed that the waiver by the Seller of any breach of any of the covenant contained herein shall not be construed as a waiver of the covenant itself or any subsequent breach thereof.
- 10. Assignment. Purchaser's rights under this Agreement may not be assigned without the prior written consent of the Seller. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Purchaser. Purchaser further agrees that Seller may assign its rights under this Agreement and that this Agreement shall be binding upon and insure to the benefit of the successors and assigns of the Seller.
- 11. Sale for Personal / Family Use Only. Purchaser agrees that the Interment Rights purchased hereunder are being purchased for personal or family interment purposes only and not for speculation, and neither Seller, its agents nor sales persons, in any way represent or guarantee a resale thereof.
- 12. Acceptance by Seller. This Agreement will be of no force or effect until countersigned by a duly authorized representative of Seller.
- 13. Preconstruction Sales. In the event this Agreement includes Interment Rights in a section of a mausoleum or below ground crypts not yet constructed, Seller agrees to complete construction of such section within seven years after the date of the first sale of Interment Rights therein. If construction is not completed within seven years fo the date of such first sale, all monies paid by the Purchaser hereunder for such Interment Rights shall be refunded upon Purchaser's request and neither party shall have any further obligation to the other hereunder, provided, however, that if failure to complete such construction within said seven-year period is the result of any strike, lockout, invasion, insurrection, riot, war, order of any civil or military authority or of any court, or any other unforeseen contingency beyond the control of Seller, then the aforementioned seven-year period shall be extended by the duration of the event causing such delay (unless such extension would violate applicable law).
- 14. Need for Interment Prior to Development. In the even the need for interment occurs prior to the development or completion of the interment property described herein, Seller may, with the consent of Purchaser, and at not increase in price, permanently transfer Purchaser's Interment Rights to other reasonably comparable developed interment property, or temporarily transfer Purchaser's rights to other reasonably comparable interment property until such time that construction is completed. It is further agreed that Seller retains the rights and authority of disinterment and interment and there shall be no additional charge to the Purchaser for this service. The need for interment means that death has occured in the family after the date of purchase of pre-developed cemetery property.
- 15. Endowed Care Fund (hereinafter referred to as "Endowed Care Trust Fund"). Seller hereby binds itself to maintain the interment spaces or other interment facilities described herein, and to deposit from payments received hereunder the amounts required by law to an Endowed Care Trust Fund created for the continual maintenance of all developed cemetery property without further assessment to Purchaser. Such deposit to the Endowed Care Trust Fund shall be in trust with an established State or National bank or savings and loan association licensed in this State as Trustee and in accordance with the Cemetery Endowed Care Fund Law. The net income from the Endowed Care Trust Fund shall be used solely for the continuing care and maintenance of the developed cemetery and to pay such costs as may be reasonably necessary for the administration of the Endowed Care Trust Fund. Information regarding the Endowed Care Trust Fund is available to Purchaser on request at the Hawthorn Memorial Garden business office located at 4205 Homer Road, Jefferson City, MO. 65109 from 9 a.m. to 4 p.m. Monday through Friday.
- 16. Merchaudise and Services Trust Funds. The disposition (including trusting and refunds) of any funds collected from the sale of: (i) outer burial containers and caskets shall be handled in accordance with the applicable provisions of the Preneed Law and (ii) cemetery merchandise and services shall be bundled in accordance with the applicable provisions of the Cemetery Endowed Care Fund Law.
- Trustees/Trust Deposits. The trustee for all trust funds related to: (i) endowed care is Central Bank, 238 Madison Street, Jefferson City, MO 65101, Payments received under this Agreement will be applied proportionally based on the respective sales prices set forth in the Agreement to determine the amount and timing of trust deposits.
   Notice. Notices to the Purchaser shall be sufficient if mailed to the Purchaser's last known address, as reflected in Seller's records.
- INCOME TAX NOTICE: Purchaser may be subject to income tax on income earned on funds required to be trusted relating to merchandise and/or services purchased hereunder.

ARBITRATION: Purchaser agrees that any claim he/she may have against Seller (including the interpretation of this arbitration clause) shall be submitted to an finally resolved by mandatory and binding arbitration to accordance with the statutes, rules or regulations governing arbitration in the State where this Agreement has been accepted by the Seller. In the absence of such statutes, rules or regulation, the arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association ("AAA"); provided, however, that the foregoing reference to the AAA rules shall not be deemed to require any filing with that organization, nor any direct involvement of that organization. Notwithstanding anything to the contrary in the applicable statutes, rules or regulations, the arbitrator shall be selected by mutual agreement of the parties or by a court of competent jurisdiction in the city or country in which Seller is located, upon the application of one or both parties. This arbitration provision shall be binding on the Purchaser as well as any other person who claims to be a third party beneficiary of this Agreement.

LIMITATION OF DAMAGES: It is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from the breach of this Agreement by Seller or by any error or mistake in connection with the Interment Rights provided hereunder, or any other breach of the Agreement and in the event of a resulting loss, Seller's liability hereunder shall be limited to amounts theretofore paid to Seller by purchaser plus a maximum of \$100.00 as liquidated damages, not as a penalty, and this remedy shall be exclusive.

DISCLAIMER OF SELLERS WARRANTIES: The only warranty on any goods sold in connection with this Agreement is the express written warranty, if any, granted by the manufacturer. Seller makes no warranty, express or implied, including any implied warranties of merchantability, with respect to the goods so described. With respect to mausoleum crypts, lawn crypts, or niches sold hercunder, the only warranties relating to such items shall be those implied warranties provided by law, and Seller makes no express warranties with respect to said items.

ENTIRE AGREEMENT: This Agreement contains all terms which have been agreed upon by the Purchaser and the Seller relating to the Iterment Rights, merchandise and services listed on the other side. This Agreement replaces all other discussions and agreements, whether oral or written, relating to those Interment

Rights, merchandise and services. No subsequent discussion or agreement can change the terms of this Agreement unless it is written and is signed by both the Purchaser and the Seller (or the Seller's assignee).

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY TRE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE: We trust that your dealing with us have been satisfactory. If for any reason you are not satisfied, we hope you will contact us and give us the opportunity to address any problems or concerns. We are confident that, if given the opportunity, we will be able to resolve our concerns. Alternatively, you should feel free to contact the Cemetery Consumer Service Council, which is an industry-sponsored consumer assistance organization whose purpose is to answer consumer inquiries and to informally help resolve complaints. The CCSC can be contacted at P 0. Box 2028, Reston, VA 20195-0028, (703) 391-8407/fax (703) 391-8416.

SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 25

**County of Boone** 

In the County Commission of said county, on the

7th

day of October

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 application for the organizational use of the Boone County Courthouse Plaza by Mid-Missouri Peaceworks on October 18, 2025, from 10 a.m. to 3 p.m. for the No Kings 2 Rally.

Done this 7<sup>th</sup> day of October 2025.

ATTEST:

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane M. Thompson



## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows
Organization: Mid-Missouri Peaceworks
Address: 804 E. Broadway Ste. C
City: Columbia State: MO ZIP Code 65201
Phone: 573-875-0539 Website: blog.midmopeaceworks.org
Individual Requesting Use: Mark Haim
Position in Organization: Director
Address: Same as above
City:ZIP Code
Phone: same Email: mail@midmopeaceworks.org
Event: No Kings 2 Rally
Description of Use (ex. Concert, speaker, 5K): Rally
Date(s) of Usé:
Start Time of Setup: 10:00 AM
Start Time of Event: 11:00 AM (If start times vary for multiple day events, please specify)
End Time of Event:2:00 PM (If end times vary for multiple day events, please specify)
End Time of Cleanup:PM
Emergency Contact During Event: Laura Wacker Phone: 314-825-4444
Will this event be open to the public? X Yes  If yes, please explain the publicity that will be used to promote the event, including names and contact

information of any promoters: No promoters. Usual grassroots publicity, e-mails, Facebook event, flyers,

mailing, etc.

How many attendees (including volunteers) do you anticipate being at your event? Approximately 200 if the weather is good. Far fewer in the event of rain.

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. In the unlikely event that we need to evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues. We plan to have a crew of at least 10 trained volunteers who will be prepared to deal with any contingency.

information of your crowd managers (1 per every 250 attendees): N.A.
Will the majority of attendees be under the age of 18? X No
If yes, please note the number of adult supervisors in attendance:# adults per#minors
Will you need access to electricity? X Yes
Will you be using amplifiers? X Yes
Will you be serving food and/or non-alcoholic drinks? X No
If yes, will you be selling food and/or non-alcoholic drinks?   Yes   No
If yes, please provide the following with copies of licenses attached to application:
Missouri Department of Revenue Sales Tax Number:
County Merchant's License Number:
City Temporary Business License Number:
Will you be serving alcoholic beverages? X No
If yes, will you be selling alcoholic beverages?   Yes   No
If yes, please provide the following with copies of licenses attached to application:
State Liquor License Number:
County Liquor License Number:City Liquor License Number:
Will you be selling non-food items? No
If yes, please provide the following with copies of licenses attached to application:
Missouri Department of Revenue Sales Tax Number:
County Merchant's License Number:
City Temporary Business License Number:

Will outside vendors be selling food, beverages or non-food items at this event? X No If yes, please provide the following information (use separate sheet if necessary): Type of Sales License Number(s) Vendor Contact Information Will you be requesting a road and/or sidewalk closure? X No If yes, what road(s) and/or sidewalk(s)? \_\_\_\_\_ If we decide to walk we will share the sidewalk with other pedestrians. Please attach to application a copy of the order showing City of Columbia City Council approval. N.A. Does your event include cooking or use of open flames? If yes, please provide the Columbia Fire Department Special Events Permit Number: \_\_\_ Please attach to application a copy of the approved Columbia Fire Department Special Events Permit Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event? X No If yes, please provide the following: Security Company:\_\_\_ Contact Person Name and Position: Phone:\_\_\_\_\_Email:

Will you be using portable toilets for your event? X No

\*\*Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

- 1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
- 2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.

- 3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
- 4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
- 5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
- 6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Mark Haim/Director	2000 W
Address: 804-C E. Broadway, Columbia, MO 65201	
Phone Number: <u>573-875-0539</u> Dat	te of Application: 9/8/25
Email Address: mail@midmopeaceworks.org	
Signature: Mock Haring	
Applications may be submitted in person or by mail to the Room 333, Columbia, MO 65201 or by email to	
PERMIT FOR ORGANIZATIONAL USE OF BOOTThe County of Boone hereby grants the above application for perabove written. The above permit is subject to termination for any County Commission.	rmit in accordance with the terms and conditions
ATTEST: BO	OONE COUNTY, MISSOURI
County Clerk Cou	unty Commissioner
DATE: 10/7/2035	

Mid-Missouri Peaceworks

804 E Broadway Ste C
Columbia, MO 65201-4828
573-875-0539 MO TAX ID 13940538

Pay to the Grand County Commision \$ 10000
One hundred + 00/000
Central Bank of Boone County

For Dewage Dept

1:08 15008 571: 11014 601 3110 4 132

#### BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2025

Receipt Date: 9/09/2025

Employee Initials: TRLINDA

Received From: MID MO FEACEWORKS

3244

Amount: \$\*\*\*\*\*\*100.00

Remarks: PLAZA RENTAL-10/18/2025 NO KINGS 2 RALLY

Boone County Treasurer

Treasurer of Boone County