

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 2025

**County of Boone** 

In the County Commission of said county, on the

25th

day of November

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 925, Evidence Custodian, and does hereby authorize an appropriation of \$26.44 per hour for the salary of said position.

Done this 25<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

59 6-2025

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 2025

**County of Boone** 

In the County Commission of said county, on the

25th

day of November

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve a request to hire above the Flexible Hiring Range for position number 711, Investigator, and does hereby authorize an appropriation of \$36.06 per hour for the salary of said position.

Done this 25<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

## -2025

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

25th

day of November

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 the attached K-9 maintenance Training Agreement between Boone County and St. Peters Police Department.

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 25<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kondrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

#### K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the day of work, 2025, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the St. Peters Police Department (Agency):

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

**WHEREAS,** Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

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

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

- 1. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.
- **2. EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
- **3. CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Two Thousand Dollars (\$2,000.00) for the training contemplated herein, calculated at a rate of \$100/session. Agency shall pay one-half, or \$1,000.00, upon execution of this contract and the remaining one-half, or \$1,000.00, after ten (10) sessions have been completed.
- **4. TERM AND TERMINATION.** The term of this Agreement shall begin on the 15th day of December, 2025, for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$100.00 per session.
- 5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
- **6. FUTURE COOPERATION**. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

- 7. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
- **8. AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

| SO AGREED.                  |   |
|-----------------------------|---|
| AGENCY                      | BOONE COUNTY, MISSOURI  |
| Andrew Ramver               | By:   |
| Printed Name:  Attest:  375 | Attest: Brianna L. Lennon, County Clerk                             |
|                             | Approved:  Dwayne Carey, Sheriff  Approved as to legal form:        |
|                             | CJ Dykhouse, County Counselor  Acknowledged for Budgeting Purposes: |
|                             | Ryle Rieman by A.U. ©  Kyle Rieman, Auditor                         |
|                             | Revenue Account   |
|                             | 2570-3569   |

## Exhibit "A" INFORMED CONSENT WAIVER AND RELEASE

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

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

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

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

| Signature of Pa                       |               | )5 |  |
|---------------------------------------|---------------|----|--|
| · · · · · · · · · · · · · · · · · · · | 11/10/10      | .9 |  |
| Printed Name o                        | f Participant |    |  |
| Devin                                 | Citrel        |    |  |

#### K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the day of whom 2025, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the St. Peters Police Department (Agency):

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

**WHEREAS,** Agency desires to send its K-9 and handler through the BCSO's K-9 maintenance training program; and

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

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

- 1. MAINTENANCE TRAINING. BCSO agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSO's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSO's program.
- 2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
- **3. CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Two Thousand Dollars (\$2,000.00) for the training contemplated herein, calculated at a rate of \$100/session. Agency shall pay one-half, or \$1,000.00, upon execution of this contract and the remaining one-half, or \$1,000.00, after ten (10) sessions have been completed.
- **4. TERM AND TERMINATION.** The term of this Agreement shall begin on the 15th day of December, 2025, for a period of one-year and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$100.00 per session.
- 5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
- **6. FUTURE COOPERATION**. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

- 7. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
- **8. AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

| SO AGREED.                           |   |
|--------------------------------------|---|
| AGENCY                               | BOONE COUNTY, MISSOURI                            |
| By: Chiptet Volice<br>Judean Ramirer | By:  Kip Kendrick, Presiding Commissioner         |
| Printed Name:  Attest:               | Attest:  Brianna L. Lennon, County Clerk          |
|                                      | Approved:   |
|                                      | Dwayne Carey, Sheriff  Approved as to legal form: |
|                                      | Of Chlour   |
|                                      | CJ Dykhouse, County Counselor                     |
|                                      | Acknowledged for Budgeting Purposes:              |
|                                      | Kyle Rieman, Auditor  Kyle Rieman, Auditor        |
|                                      | Revenue Account                                   |
|                                      | 2570-3569   |

# Exhibit "A" INFORMED CONSENT WAIVER AND RELEASE

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

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

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

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

Signature of Participant/Date

**Printed Name of Participant** 

Welschmeyer

K9 Handler: Welschmeyer

596-2025

STATE OF MISSOURI

ea.

November Session of the October Adjourned

Term. 2025

**County of Boone** 

J ea.

In the County Commission of said county, on the

25th

day of November

20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Vehicle Surplus Disposal requested by the Purchasing Department for the Boone County Sheriff's Office.

Done this 25<sup>th</sup> day of November 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

TO:

**Boone County Commission** 

FROM:

Brijanna Purdy

Buyer

DATE:

November 17, 2025

RE:

Approval of Vehicle Surplus Disposal

Following is a Sheriff's office vehicle that has been totaled. Chad Martin from the Sheriff's Office requests approval for disposal so the title & vehicle can be turned over to the insurance carrier.

| Year | Description | Approximate<br>Mileage | VIN#               | Condition                     |
|------|-------------|------------------------|--------------------|-------------------------------|
| 2018 | Ford        | 150,000                | 1FM5K8AR0JGC17483  | Totaled by insurance carrier. |
|      | Interceptor |                        | (County Asset Tag: | •                             |
|      | Utility     |                        | 22736)             |                               |

cc:

Disposal File;

Chad Martin, SO

Brian Leer, Angela Ayers, SO

Stacy Bond, HR

Aaron Neugarten, Auditor

## **BOONE COUNTY**

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

| Date: 11/12/2025   | Fixed Asset                         | t Tag Number: 2273     | 36  |   |
|--|-------------------------------------|------------------------|---|---|
| Description of Asset: 2018 Ford In   | terceptor Utility                   |                        |   |   |
| Requested Means of Disposal: Se<br>insurance   | ll                                  | □Recycle/Trash         | ⊠Other, Explain: Totaled - turn over t    | 0 |
| Other Information (Serial number, e  | etc.): 1FM5K8AR                     | R0JGC17483             | RECEIVED                                  |   |
| Condition of Asset: Totaled in crasl   | ı                                   |                        | NOV 1 3 2025                              |   |
| Reason for Disposition: Totaled in c   | rash                                |                        | BOONE COUNTY                              |   |
| Location of Asset and Desired Date   | for Removal to S                    | Storage: Gravel lot be | AUDITOR                                   |   |
| Was asset purchased with grant function of "YES", does the grant imposing the second of the second o | se restriction and, demonstrating o | or requirements pert   | gency's restrictions and/or requirements. |   |
|  |                                     |                        |   |   |
| To be Completed by: AUDITOR Original Acquisition Date  | 8/24/18                             | G/L Accou              | nt for Proceeds Z900-3835                 |   |
| Original Acquisition Amount  | 29,758.00                           |                        |   |   |
| Original Funding Source  | 2787                                |                        |   |   |
| Account Group  | 1605                                |                        |   |   |
| To be Completed by: COUNTY   | COMMISSION                          | / COUNTY CLE           | RK  |   |
| Approved Disposal Method:  |                                     | 9                      |   |   |
| Transfer Departmer   | nt Name                             |                        | Number                                    |   |
| Location w   | rithin Departmen                    | t                      |   |   |
| Individual_  |                                     |                        | <del>-</del>                              |   |
| TradeAuctio  | n                                   | _Sealed Bids           |   |   |
| Other Explain  |                                     | 0                      |   |   |
| Commission Order Number  | 18-200                              | 5_                     |   |   |
| Date Approved 11.25.8  | 7005                                |                        |   |   |
| Signature K  | <b>`</b>                            |                        |   |   |

S:\all\AUDITOR\Accounting Forms\editable Fixed Asset Disposal.docx

Revised: September 2016

STATE OF MISSOURI

ea.

November Session of the October Adjourned

Term. 2025

**County of Boone** 

In the County Commission of said county, on the

25th

day of November

25

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

Now on this day, the County Commission of the County of Boone does hereby approve Contract C001013 (182-123126SS) with C&C Group for HVAC Control System Services - Term & Supply.

The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 25<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Presiding Commissioner

District I Commissioner

Janet M. Thompson

# **Boone County Purchasing**

**Amy Gerskin** Buyer



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

TO: Boone County Commission

FROM: Amy Gerskin DATE: October 31, 2025

RE: Contract 182-123126SS – Single Feasible Source for HVAC

**Control Systems Services** 

Attached for signature and approval is Sole Source Request Form 182-123126SS for the purchase of HVAC Climate Control System Repair Services and Cloud Hosting from C&C Group of Jefferson City, Missouri. The Purchasing Department requests approval of Single Feasible Source contract C001013, 182-123126SS that has been established on behalf of the Facilities Management Department. This Single Feasible Source Contract will replace contract C000099, 151-123120SS.

The County has recurrent expenditures for the purchase of repairs and upgrades to the Schneider Electric HVAC control systems installed at the County Government Center, the Boone County Courthouse, the Boone County Annex, the Emergency Communications Center Back-Up Facility, the Emergency Communications Center, the Boone County Sheriff's Administration Building and Detention Center, and the Sheriff's Office Tactical Administration Building and Tactical Range, Compass Health Center. The new Public Safety Childcare Center is expected to be added to the contract as well. The HVAC systems are run with proprietary software sourced from C&C Group. Only C&C Group is authorized to repair and upgrade the proprietary systems. As needed repairs and upgrades will be provided to Boone County buildings with the exception of the Boone County Sheriff's Administration Building and Detention Center which will be put under an annual maintenance plan.

The single feasible source has been advertised in both the Missourian and the Columbia Tribune. No other vendors have come forth to indicate that they are able to provide necessary service to the proprietary HVAC control systems.

The contract period will run from January 1, 2026, through December 31, 2026, and there are four (4) one-year renewal options available after this initial period.

Payments will be paid from the following funds/accounts:

- Fund 6100 Facilities Management/Account 60200 Equipment Repairs/Modifications: \$ 8,000.00
- Fund 6100 Facilities Management/Account 60500— Equipment Service Contract: \$ 6,000.00

/ag

cc: Jody Moore and Contract File

Commission Order 599-2025

# PURCHASE AGREEMENT FOR HVAC CONTROL SYSTEMS SERVICES – TERM & SUPPLY

THIS AGREEMENT, C001013, dated the <u>25th</u> day of <u>November</u> 2025, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and C & C Sales, Inc. DBA C&C Group, herein "Contractor."

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 HVAC Control Systems Services Term & Supply, County of Boone Request for Single Feasible Source number 182-123126SS in its entirety including the Scope of Work, the un-executed Certification Regarding Debarment Form, Certification Regarding Lobbying Form, Work Authorization Certification, Attachment One, and Boone County's Standard Terms and Conditions, as well as the Contractor's response, dated November 11, 2025, and executed by Brian Schepers on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Scope of Work, the unexecuted Certification Regarding Debarment Form, Certification Regarding Lobbying Form, Work Authorization Certification, Attachment One, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's response.
- 2. Contract Period The contract period shall be January 1, 2026, through December 31, 2026. The County shall have the option to renew the contract for four (4) one-year periods after the initial contract period, with an option to extend it on a month-to-month basis thereafter for a maximum of six (6) months from the end date of the last renewal period.
- 3. Purchase The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County, with annual HVAC Control Systems Service and maintenance at the Boone County Jail as well as cloud-hosted Schneider Electric HVAC control systems service as required in the specifications of 182-123126SS and in conformity with the contract documents for the prices set forth in the Contractor's response, as needed and as ordered by the County:

| HVAC Control Systems Service  |  |  |
|---|--|--|
| Description of Service  | Firm, Fixed Price or Discount<br>Initial Contract Period |  |
| Maintenance Service at the Boone County Jail  | \$9,580.00   |  |
| Labor Rate, Mondays through Fridays, straight time between 7:00 A.M and 5:00 P.M. – holidays excepted | \$149.00/Each Hour                                       |  |

| Labor Rate, Overtime and all other times with exception of federal holidays          | \$223.50/Each Hour     |
|--|------------------------|
| Labor Rate, Work performed on federal holidays                                       | \$298.00/Each Hour     |
| Discount rate from current list pricing for Intelligent Automation parts and devices | 40% (multiplier = .60) |
| Discount rate from current list pricing for electric/pneumatic controls              | 60% (multiplier = .40) |
| Cost Plus for outside parts and devices  | +15%                   |

- 4. Billing and Payment All billing shall be invoiced to the Boone County Facilities Maintenance Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the County makes payment as provided therein. 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 Contractor, 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. *Delivery* The Contractor agrees to deliver services in accordance with the timeframes and terms of **182-123126SS**.
- **6.** Warranty The standard manufacturer warranty shall apply to all products provided under contract to commence upon the County's acceptance of ordered product.
- 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. Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Facilities Maintenance Department using the same formality as this agreement.

-DocuSigned by:

Signature

-8C24BD84EE7A483,..

- **9.** *Termination* This agreement may be terminated by the County upon thirty 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.

| C&C GROUP  | BOONE COUNTY, MISSOURI  |
|--|---|
| by Brian Schepers 9507D363FEFB420  | by: Boone County Commission                                       |
| title VP, GM Central Missouri  | DocuSigned by:  |
|  | Presiding Commissioner  |
| APPROVED AS TO FORM:  Docusigned by:  TD71DEAEB9D74DD.  County Counselor   | ATTEST:  Signed by:  Branna Lunnon  D267E242BFB948C  County Clerk |
| AUDITOR CERTIFICATION In accordance with RSMo 50.660, I hereby certify balance exists and is available to satisfy the obliga Certification is not required if the terms of this corobligation at this time.) | tion(s) arising from this contract. (Note:                        |
|  | 6100/60200: \$8,000.00  |

11/18/2025

Date

6100/60050: \$6,000.00

Appropriation Account

| Comr | nission   | Order: |
|------|-----------|--------|
| COMM | 111221011 | Oluci. |

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

5551 S. Tom Bass Rd.
Columbia, MO 65201



Phone: (573) 886-4391

| Originating Office                             | Facilities Management   |
|--|---|
| Person Requesting                              | Jody Moore  |
| Date Requested                                 | 6/16/2025   |
| Contact Phone<br>Number                        | 573-886-7221  |
| UPON THE COMPLE                                | TION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.  |
| PURCHASING DEPAR                               | TMENT APPROVAL: ON OUT 10/30  |
| SOLE SOURCE NUMB                               | ER: 182-12312(05) Date  VAL: 182-12312(05)  VAL: 11/25/2025   |
| COMMISSION APPRO                               | VAL: Signature 11/25/2025   |
| Expiration Date:1/1                            | 1/2026_through 12/31/2026 with 4 one-year renewals One Time Purchase (check)  |
| Vendor Name                                    | _C&C Group  |
| **: *  | 243777 1 70 1 70 1 70 1 70 1 70 70 70 70 70 70 70 70 70 70 70 70 70   |
|  | 2414 Hyde Park Road, Suite B, Jefferson City, MO 65109  |
| Vendor Address<br>Vendor Phone and<br>Fax      | Office: 573.632.4247   Cell: 573,291.5425 (Brian Schepers)  |
| Vendor Phone und<br>Fax                        | Office: 573.632.4247   Cell: 573.291.5425 (Brian Schepers)  Proprietary software control systems for HVAC systems installed at the County Government Center, the Boone County Courthouse, the Boone County Annex, the Emergency Communications Center Back-Up Facility, the Emergency Communications Center, and the Boone County Sheriff's Administration Building and Detention Center, Boone County Sheriff's Office Regional Training Center. |
| Vendor Phone and<br>Fax<br>Product Description | Office: 573.632.4247   Cell: 573,291.5425 (Brian Schepers)  Proprietary software control systems for HVAC systems installed at the County Government Center, the Boone County Courthouse, the Boone County Annex, the Emergency Communications Center Back-Up Facility, the Emergency Communications Center, and the Boone County Sheriff's Administration Building   |
| Vendor Phone and                               | Office: 573.632.4247   Cell: 573,291.5425 (Brian Schepers)  Proprietary software control systems for HVAC systems installed at the County Government Center, the Boone County Courthouse, the Boone County Annex, the Emergency Communications Center Back-Up Facility, the Emergency Communications Center, and the Boone County Sheriff's Administration Building and Detention Center, Boone County Sheriff's Office Regional Training Center. |

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

| <ol> <li>Please check the reason(s) for this</li> </ol> |
|---|
|---|

- Only Known Source-Similar equipment or material not available from another vendor
- Equipment or materials must be compatible with existing equipment.
- ☐ Immediate purchase is necessary to correct situations threatening life/property.
- ☐ Lease Purchase Exercise purchase option on lease
- Medical device or supply specified by a physician.
- □ Used Equipment Within price set by one/two appraisal(s) by a disinterested party(ies)
- Other List (attach additional sheets if necessary)
- 2. Briefly describe the commodity/material you are requesting and its function.

As needed repairs and upgrades will be provided to Boone County buildings with the exception of the Boone County Sheriff's Administration Building and Detention Center which will be put under an annual maintenance plan.

3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.

The HVAC systems (Schneider Electric Intelligent Automation DDC control systems) are run with proprietary software sourced from C&C Group, the "sole Factory Authorized Provider for all DDC components and factory certified service and support..." Only C&C Group is authorized to repair and upgrade the proprietary systems.

- 4. What research has been done to verify this vendor as the only known source?
  - See attached letter from C&C Group (Requested 6/16/2025)
  - In addition, the Single Feasible Source has been advertised in both the Missourian and the Columbia Daily Tribune (6/19/2025)
- 5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
  - ☐ Yes (please attach a list of known sources)
  - Q No
- 6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

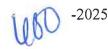
The systems run using proprietary software. Only authorized technicians can service the HVAC controls.

7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

This is on-going.

8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state the previous purchase order number(s).

This has been on-going.



STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 25

County of Boone

25th

day of November

**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 the award of Amendment #1 to County Contract C000943 awarded from cooperative contract 24101-RFP-DST for Public Safety & Emergency Preparedness Equipment and Related products and Services, a Countywide Term and Supply contract with Safeware, Inc. of Philadelphia, Pennsylvania.

The contract amendment is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 25<sup>th</sup> day of November 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 Liz Palazzolo, Senior Buyer

FROM: DATE:

November 6, 2025

RE:

Amendment #1 to Contract C000943 from Cooperative Contract 24101-

RFP-DST for Public Safety and Emergency Preparedness Equipment and

Related Products and Services, Countywide Term & Supply

Purchasing requests approval for Amendment #1 to contract C000943 awarded from Cooperative Contract 24101-RFP-DST for Public Safety and Emergency Preparedness Equipment and Related Products and Services with Safeware, Inc. of Philadelphia, Pennsylvania. The original contract was established April 15, 2025 through Commission Order 214-2025.

Amendment #1 changes the contract from being one just for Boone County Joint Communications to a Countywide Term and Supply contract, opening it up for the Sheriff's Office purchase of a Firearm Training System for the regional training center.

The total price for the purchase of the system is \$109,484.11 and reflects discounting that ranges between 13% - 45%. Payment will reference this coding:

• 4130 – Law Enforcement Training Center Construction/71231 – Owner Costs: \$109,484.11.

/lp

c: Contract File

11/6/25 - Sent to PO Contract Pending 11/18/25
Budge Indiana provider Contract Pending 11/18/25
Pending Contract Amendment Cm against 11/20/25?

10/20/25

REQUEST DATE

### **PURCHASE REQUISITION BOONE COUNTY, MISSOURI**

| 15102 |  |
|-------|--|
|       |  |

Safeware

24101-RFP-DST

**VENDOR NO.** 

**VENDOR NAME** 

BID NUMBER

Ship to Department #

2910

Bill to Department #

4130

| Department | Account | Item Description                 | Qty      | Unit<br>Price | Amount      |
|------------|---------|----------------------------------|----------|---------------|-------------|
| 4130       | 71231   | TIT R-180 RECON 180              | 1        | 86684.09      | \$86,684.09 |
| 4130       | 71231   | TIT TRS-PXXX PISTOL AIR RECOIL K | 2        | 2850.00       | \$5,700.00  |
| 4130       | 71231   | TIT TRS-RXXX                     | 2        | 2897.73       | \$5,795.46  |
| 4130       | 71231   | TIT TRS-RMXXX                    | 6        | 338.64        | \$2,031.84  |
| 4130       | 71231   | TIT MASTER INSTRUCTOR TRAINING   | 1        | 4636.36       | \$4,636.36  |
| 4130       | 71231   | TIT INSTALL RECON 180            | 1        | 4636.36       | \$4,636.36  |
|            |         |                                  |          |               | \$0.00      |
|            |         |                                  |          |               | \$0,00      |
|            |         |                                  |          |               | \$0.00      |
|            |         |                                  |          |               | \$0.00      |
|            |         |                                  |          |               | \$0.00      |
|            |         |                                  |          |               | \$0.00      |
|            |         |                                  |          |               | \$0.00      |
|            |         |                                  |          |               | \$0.00      |
|            |         |                                  |          | \$0.00        |             |
|            |         |                                  |          |               | \$0.00      |
|            |         |                                  |          |               | \$0.00      |
|            | -       |                                  | RAND TOT | AL:           | 109,484.11  |

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

Approving Official

Prepared By

**Auditor Approval** 



\*2

### **QUOTATION**

Safeware, Inc. 4403 Forbes Blvd. Lanham, MD 20706-432 USA 301-683-1234 www.safewareinc,com

| Order Num           | ber    |
|---------------------|--------|
| 1024513             | 2      |
| Order Date          | Page   |
| 09/18/2025 10:14:15 | l of 2 |

Quote Expires On: 09/28/2025

Email

dthomas@safewareinc.com

Fax

Contract No: GOVMVMT Contract#24101-RFP-DST

Ship To:

Taker

Dannette Thomas

Phone

Boone County MO Sheriffs Dept 2121 County Drive Columbia, MO 65202

Bill To:

Customer ID:

PO Number

Training Outdoors - Quote

Freight Terms

Freight Paid

148820

Boone County MO Sheriffs Dept 2121 County Drive

Columbia, MO 65202

573-875-1111

Requested By: Damon Reynolds

|         |           | l <i>es Representati</i><br>Michelle Phelps |         |                | _                                 |                |      |           |                   |
|---------|-----------|---|---------|----------------|-----------------------------------|----------------|------|-----------|-------------------|
|         | r         | ntitles                                     | 4       | Item ID        |                                   | Pricing<br>UOM |      | Unit      | Extended<br>Price |
| Ordered | Allocated |   | ut Size | Item Descri    | ouon                              | Unit           | Size | Price     | 17700             |
| 1.00    | 0.00      | 1,00 EA                                     |         | TIT R-180      |                                   | EA             |      | 86,684.09 | 86,684.09         |
|         |           |   | 1.0     | RECON 180      | )                                 |                | 1.0  |           |                   |
|         |           |   |         | RECON 180      | Complete 3 screen system          |                |      |           |                   |
| 2.00    | 0.00      | 2.00 KT                                     |         | TIT TRS-PX     | XXX                               | KT             |      | 2,850.00  | 5,700.00          |
|         |           |   | 1,0     | Pistol air rec | oil kit w/ I magazine and         |                | 1,0  |           |                   |
|         |           |   |         | and laser, *(  | Gun not included* (specify model) |                |      |           |                   |
| 2.00    | 0.00      | 2.00 KT                                     |         | TIT TRS-R      | XXX                               | KT             |      | 2,897.73  | 5,795.46          |
|         |           |   | 1.0     | Rifle air reco | oil kit w/ 1 magazine             |                | 1.0  |           |                   |
|         |           |   |         | and laser (sp  | ecify Model)                      |                |      |           |                   |
| 6.00    | 0.00      | 6.00 EA                                     |         | TIT TRS-RN     | <b>AXXX</b>                       | EA             |      | 338.64    | 2,031.84          |
|         |           |   | 1.0     | Rifle air reco | oil additional magazine           |                | 1.0  |           |                   |
|         |           |   |         | (specify Mo    | iel)                              |                |      |           |                   |
| 1.00    | 0.00      | 1.00 EA                                     |         | TIT MASTE      | R INSTRUCTOR TRAIN ONSITE         | EA             |      | 4,636.36  | 4,636.36          |
|         |           |   | 1.0     | At Customer    | Location for 8 Trainees           |                | 1.0  |           |                   |
| 1.00    | 0.00      | 1.00 EA                                     |         | TIT INSTAL     | L RECON 180                       | EA             |      | 4,636.36  | 4,636,36          |
|         |           |   | 1.0     | Onsite Instal  | l of RECON 180 Projection         |                | 1.0  |           |                   |
|         |           |   |         | System         |                                   |                |      |           |                   |
| 1.00    | 0.00      | 1.00 EA                                     |         | M_PHELPS       |                                   | EA             |      | 0,00      | 0.00              |
|         |           |   | 1,0     | For questions  | concerning this proposal          |                | 1.0  |           |                   |
|         |           |   |         |                |                                   |                |      |           |                   |



### **QUOTATION**

Safeware, Inc. 4403 Forbes Blvd. Lanham, MD 20706-432 USA 301-683-1234 www.safewareinc.com

| Order Nun           | ıber   |
|---------------------|--------|
| 1024513             | 12     |
| Order Date          | Page   |
| 09/18/2025 10:14:15 | 2 of 2 |

Quote Expires On: 09/28/2025

#### Contract No: GOVMVMT Contract#24101-RFP-DST

| Quantities                                | Item ID          | Pricing UOM Unit | t Extended |
|---|------------------|------------------|------------|
| Ordered Allocated Remaining UOM Unit Size | Item Description | Unit Size Price  |            |

Please Contact:

Michelle Phelps Senior Account Manager Direct line:720-441-9739 Safeware Office: 301-683-1234 Email: mphelps@safewareinc.com

PLEASE SEND ALL PURCHASE ORDERS TO

MICHELLE PHELPS

\*\*\*Ask me about the leasing and financing options that Safeware offers! \*\*\*

Sales Representative: mphelps@safewareinc.com

Total Lines: 7

SUB-TOTAL:

109,484.11

TAX:

0.00

AMOUNT DUE;

109,484.11

U.S. Dollars

Commission Order #: 600-2025

Date: 11.25.25

# CONTRACT AMENDMENT NUMBER ONE FOR

# PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED PRODUCTS AND SERVICES – TERM & SUPPLY

County contract # C000943 awarded from cooperative contract 24101-RFP-DST dated April 15, 2025, made by and between Boone County, Missouri and Safeware, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. **ADD** the purchase of the RECON 180 3-screen Fire Arm Training System as detailed in quote Order Number 10245132 dated 09/18/2025 submitted by Michelle Phelps on behalf of the Contractor attached hereto as **Amendment One Attachment One** hereby incorporated into the contract by reference. The total purchase price shall be \$109,484.11.
- 2. Paragraph 4 of the contract regarding "Billing and Payment" shall be **REVISED** as follows:
  - 4. Billing and Payment All billing shall be invoiced to the ordering Boone County office or department. Specific billing address details shall be requested at the time of the order. Billings may only include the prices listed in the vendor's quote and pursuant to contract terms. 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.
- 3. Paragraph 6 of the contract regarding "Delivery" shall be **REVISED** as follows:
  - 6. **Delivery** The Contractor shall coordinate delivery with the ordering **Boone County Office or Department**.
- 4. All other terms, conditions and prices of the original contract as previously amended or revised shall remain the same and apply hereto.

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

| SAFEWARE, INC.   | BOONE COUNTY, MISSOURI                                       |
|--|--|
| by Diana Hyatt  BF7E3AA134544FA  title Assistant Secretary | by: Boone County Commission  DocuSigned by:  57400BED06434D4 |
|  | Presiding Commissioner                                       |

APPROVED AS TO FORM:

| APPROVED AS TO FORM:  |              | ATTEST:   |
|---|--------------|---|
| Docusigned by:  7D71DEAEB8D74DD  County Counselor   |              | Signed by:  Brianna Lunnon  D267E242BFB948C  County Clerk |
| AUDITOR CERTIFICATION: In accordance unencumbered appropriation balance exists and contract. (Note: Certification of this contract is measurable county obligation at this time.) | is available | to satisfy the obligation(s) arising from this            |
|   |              | 4130/71231: \$109,484.11                                  |
| Docusigned by:  Myle Rieman by AN.  BE8FE1148A274E1   | 11/18/2025   |   |
| Signature   | Date         | Appropriation Account                                     |

#### Amendment One - Attachment One



### **QUOTATION**

Safeware, Inc. 4403 Forbes Blvd. Lanham, MID 20706-432 USA 301-683-1234 www.safewareinc.com

| Order Num           | ber    |
|---------------------|--------|
| 1024513             | 2      |
| Order Date          | Page   |
| 11/04/2025 10:57:38 | l of 2 |

Quote Expires On: 11/14/2025

Email

Contract No: GOVMVMT Contract#24101-RFP-DST Customer ID: 148820

Boone County MO Sheriffs Dept 2121 County Drive Columbia, MO 65202

PO Number

Boone County MO Sheriffs Dept 2121 County Drive Columbia, MO 65202

Ship To:

Taker

573-875-1111

Bill To:

Requested By: Damon Reynolds

| Training Outdoors - Quote |           |                                     |                  |               |                                | Dannette The   | omas   | dthomas@safewareinc.com |                        |                     |
|---------------------------|-----------|-------------------------------------|------------------|---------------|--------------------------------|--|--------|-------------------------|------------------------|---------------------|
|                           |           | Freight Teri                        | ms               |               |                                | Phone  |        |                         | Fax                    | ¢                   |
|                           |           | Freight Pai                         | id               |               |                                |  |        |                         |                        |                     |
|                           |           | <i>les Represen</i><br>Michelle Pho |                  | _             |                                |  |        |                         |                        |                     |
|                           | Qua       | intities                            |                  | $\overline{}$ | Item ID                        |  |        | Pricing<br>UOM          | Un                     | it Extended         |
| Ordered                   | Allocated | Remaining                           | UOM<br>Unit Size | Disp.         | Item Descrip                   | tion   |        | Unit Size               | Pric                   | Price               |
| 1.00                      | 0.00      | 1.00 E<br>Safeware Ca               |                  |               | TIT R-180<br>157,627.          | 12 Contract Discount:  | 41.00% | EA<br>Your D            | 86,684.09<br>Discount: | 86,684.09<br>45.00% |
|                           |           |                                     | 1.0              |               | RECON 180<br>RECON 180         | Complete 3 screen system   | 1      | 1.0                     |                        |                     |
| 2.00                      | 0,00      | 2.00 F<br>Safeware Ca               |                  |               | TIT TRS-PX.<br>5,000.          | XX<br>00 <i>Contract Discount:</i>                               | 41.00% | KT<br>Your D            | 2,850.00<br>Discount:  | 5,700.00<br>43.00%  |
|                           |           |                                     | 1.0              |               |                                | oil kit w/ 1 magazine and  |        | 1.0                     |                        |                     |
|                           |           |                                     |                  |               | and laser, *G                  | un not included* (specify  | model) |                         |                        | -                   |
| 2,00                      | 0,00      | 2.00 F<br>Safeware Ca               |                  |               | TIT TRS-RX<br>5,084.           | XX<br>75 <i>Contract Discount:</i>                               | 41.00% | KT<br>Your D            | 2,897.73<br>Discount:  | 5,795.46<br>43.00%  |
|                           |           |                                     | 1.0              |               | Rifle air reco                 | il kit w/ 1 magazine<br>cify Model)                              |        | 1,0                     |                        |                     |
| 6.00                      | 0.00      | 6.00 I<br>Safeware Ca               |                  |               | TIT TRS-RM<br>593.             | XXX<br>22 Contract Discount:                                     | 41.00% | EA<br>Your D            | 338.64<br>Discount:    | 2,031.84<br>43.00%  |
|                           |           |                                     | 1.0              |               | Rifle air reco<br>(specify Mod | il additional magazine<br>el)                                    |        | 1.0                     | *1                     |                     |
| 1.00                      | 0.00      | 1.00 I<br>Safeware Ca               |                  | ce:           | 5,333.                         | R INSTRUCTOR TRAIN 33 Contract Discount: Location for 8 Trainees |        |                         | 4,636.36<br>Piscount:  | 4,636.36<br>13.00%  |



**QUOTATION** 

Safeware, Inc. 4403 Forbes Blvd. Lanham, MD 20706-432 USA 301-683-1234 www.safewareinc.com

| Order Num           | ber    |
|---------------------|--------|
| 1024513             | 2      |
| Order Date          | Page   |
| 11/04/2025 10:57:38 | 2 of 2 |

Quote Expires On: 11/14/2025

SUB-TOTAL:

AMOUNT DUE:

TAX:

U.S. Dollars

109,484.11

109,484.11

0.00

| Quantitles |           | ntitles    |             |           | Item ID   |           | ng                 |             | 1 =           |                   |
|------------|-----------|------------|-------------|-----------|---|-----------|--------------------|-------------|---------------|-------------------|
| Ordered    | Allocated | Remaining  | UOM<br>Unit | Size dsiQ |   | UOM<br>Um | it Size            |             | Unit<br>Price | Extended<br>Price |
| 1.00       | 0.00      | 1.00       |             |           | TIT INSTALL-101   | EA        | 13700              | 4,636.36    | <u> </u>      | 4,636.3           |
|            | 2         | Safeware C | atalog      | Price:    | 5,333.33 Contract Discount: 41.00%                                | Ye        | ur Di              | iscount:    |               | 3.00%             |
|            |           |            |             | 1.0       | Onsite Install RECON 180  |           | 1.0                |             |               | ,                 |
|            |           |            |             |           | System  |           |                    |             |               |                   |
|            |           |            | Orde        | ered As:  | TIT INSTALL RECON 180   |           |                    |             |               |                   |
| 1.00       | 0.00      | 1.00       | EA          |           | M_PHELPS  | EA        |                    | 0.00        |               | 0.00              |
|            |           |            |             | 1.0       | For questions concerning this proposal                            |           | 1.0                |             |               | 0.00              |
|            |           |            |             |           | Please Contact:   |           |                    |             |               |                   |
|            |           |            |             |           | Michelle Phelps   |           |                    |             |               |                   |
|            |           |            |             |           | Senior Account Manager  |           |                    |             |               |                   |
|            |           |            |             |           | Direct line: 720-441-9739   |           |                    |             |               |                   |
|            |           |            |             |           | Safeware Office: 301-683-1234                                     |           |                    |             |               |                   |
|            |           |            |             |           | Email: mphelps@safewareine.com PLEASE SEND ALL PURCHASE ORDERS TO |           |                    |             |               |                   |
|            |           |            |             |           | MICHELLE PHELPS   |           |                    |             |               |                   |
|            | ***,      | Ask me al  | bout        | the lea   | sing and financing options that Safev                             | vare      | offer              | ·c/***      |               |                   |
|            |           |            |             |           | nphelps@safewareinc.com   | , 4, 7, 6 | v <sub>jj</sub> ci | <b>17 6</b> | 8             |                   |



### **Safeware Catalog Price List**

Ti-Training

Effective: April 2, 2025

| Item ID        | Description                            | Extended Description   | Safeware<br>Catalog Price | иом |
|----------------|--|--|---------------------------|-----|
| TIT DV-KIT     | Repair/spare parts kit                 | for recoil drop in kits  | \$ 338.98                 | KT  |
| TIT FFS        | 12" Folding screen with legs and case  |  | \$ 4,237.29               | EA  |
| TIT FL-101     | Firing Line Marksmanship S/W Program   |  | \$ 8,474.58               | EA  |
| TIT GATOR      | Recon Portable System Case             |  | \$ 3,389.83               | EA  |
| TIT IRH        | IR - Immersive Reaility head set (1)   |  | \$ 12,966.10              | ST  |
| TIT LF-101     | Live fire software                     | (Screen not included)  | \$ 7,627.12               | EA  |
| TIT R-180      | RECON 180 3 screen 180° UOF Simulator  |  | \$ 157,627.12             | EA  |
| TIT R-180-UP   | RECON 180 Upgrade to a RECON CORE      | adding the additional 2 screens  | \$ 93,220.34              | EA  |
| TIT R-300      | RECON 300 5 Screen 300° UOF Simulator  |  | \$ 242,372.88             | EA  |
| TIT RC-100     | RECON Core single screen UOF Simulator |  | \$ 76,271.19              | EA  |
| TIT R-LED      | RECON Core LED                         | Training Lab Interactive Use of Force Simulator  | \$ 127,118.64             | EA  |
| TIT R-LED 180  | RECON 3 LED screen 180 degree          | Training Lab Interactive Use of Force Simulator  | \$ 271,186.44             | EA  |
| TIT R-SDESK    | Instructor Desk                        |  | \$ 2,881.36               | EA  |
| TIT R-SIMH     | RECON Sim-House                        | with 4 rooms, 4 systems, operator station  | \$ 230,508.47             | EA  |
| TIT R-SIMW     | RECON Sim-house additional rooms       | The state of the s | \$ 59,322.03              | EA  |
| TIT R-SMART    | Recon Smart Screen                     | (each screen to add on to Recon 180)   | \$ 42,372.88              | EA  |
| TIT R-SMARTLED | Recon Smart LED Screen                 | (each screen to add on to Recon LED 180)   | \$ 84,745.76              | EA  |
| TIT R-SWING    | Swing Mount for Camera/Projectors      | (155,000,000,000,000,000,000,000,000,000,  | \$ 1,694.92               | EA  |
| TIT RULETC     | Recon RULETC single screen simulator   | for small agencies   | \$ 42,372.88              | EA  |
| TIT SF-101     | Rifle AR-15 style Inert                | (non-gun) with laser -non recoil   | \$ 3,389.83               | EA  |
| TIT TIP-108    | Custom Scenario production             | at customers site, per scenario (minimum 5 scenarios)  | \$ 4,576.27               | EA  |
| TIT TL-008     | 50' Cable Bundle for System Operation  |  | \$ 847.46                 | EA  |
| TIT TL-10      | Taser 10 Laser inert Handle w/lasers   |  | \$ 4,491.53               | EA  |
| TIT TL-112     | OC Canister inert laser model          |  | \$ 2,372.88               | EA  |
| TIT TL-112WM   | Weapon Mounted Flashlight              |  | \$ 1,016.95               | EA  |
| TIT TL-119     | Tactical Flashlight or Recon system    |  | \$ 423.73                 | EA  |
| TIT TL-129     | End caps for the TL-270 Lasers         | to fit .40, .45, 203   | \$ 76.27                  | EA  |
| TIT TL-12G     | 12g CO2 Cansters Case of 500           |  | \$ 491.53                 | CS  |
| TIT TL-201     | TASER X26p Laer inert handle w/lasers  |  | \$ 4,491.53               | EA  |
| TIT TL-206N    | Return fire simulator                  | (stand alone) shots foam balls   | \$ 15,084.75              | EA  |
| TIT TL-218     | Auxillary control box with Light Bar   |  | \$ 2,542.37               | EA  |
| TIT TL-270     | Drop in laser                          | for double action handgun and rifle  | \$ 1,525.42               | EA  |

| Item ID         | Description Shotgun adaptor for dry fire | Extended Description  |    | Safeware<br>Catalog Price |    |
|-----------------|--|---|----|---------------------------|----|
|                 |  | (Must use with a TL-270 laser)  | \$ | 677.97                    | EA |
| TIT TL-300      | TASER 7 laser inert handle w/ lasers     |   | \$ | 4,491.53                  | EA |
| TIT TL-330      | Stress Vest                              | (vibration, Light, Buzzer) stand alone 1 - Vest   | \$ | 5,932.20                  | EA |
| TIT TL-333      | Stress Vest dedicated inert pistol       | w/ laser  | \$ | 1,610.17                  | EA |
| TIT TL-338      | CO2 20lb Tank (ships empty)              |   | \$ | 932.20                    | EA |
| TIT TL-349      | TASER X2 laser inert handle w/ lasers    |   | \$ | 4,491.53                  | EA |
| TIT TL-351      | VRG Blue inert full size Pistol          |   | \$ | 847.46                    | EA |
| TIT TL-352      | VRG Blue inert compact size Pistol       |   | \$ | 847.46                    | EA |
| TIT TL-363      | Stress Vest return fire                  | force on force vest Pack (2-vest,2-laser firearms)  | \$ | 12,711.86                 | PK |
| TIT TL-364      | Deluxe ceiling mount                     | for projector and cameras   | \$ | 1,694.92                  | EA |
| TIT TL-959      | Stress Vest Simulation Vest Package      | (1 Vest, 1 Room Laser   | \$ | 10,000.00                 | PK |
| TIT TL-989      | 4K Projector                             |   | \$ | 4,745.76                  | EA |
| TIT TL-ES       | Content Editing Station                  |   | \$ | 18,644.07                 | EA |
| TIT TL-FL       | Flashlight Camera Complete               | with Power Supply and Filter  | \$ | 2,033.90                  | EA |
| TIT TL-HIT      | Laser Detection Camera Complete          | with Power Supply and Filter  | \$ | 4,406.78                  | EA |
| TIT TL-PIN      | Pin Point Sound Upgrade                  |   | \$ | 5,084.75                  | EA |
| TIT TL-PROGEAR  | Professional Video Production Gear Kit   | Cinema Camera; Portable Harddrives; Extended Batteries; Card<br>Reader; Mounts; Gimble; Lenses; Wireless Transmitters;<br>Microphones; Portable Recorder; Light Kit; Tripod; On Camera<br>Monitor; HDMI Cable; Boom Pole. | \$ | 27,118.64                 | KT |
| TIT TLS-XX      | LED light bar or Strobe light work       | with the TL-218 Aux Box   | \$ | 932.20                    | EA |
| TIT TL-TAB      | Remote system instructor tablet          |   | \$ | 2,711.86                  | EA |
| TIT TR-002      | Training room individual key pad         | (add-on)  | \$ | 161.02                    | EA |
| TIT TR-101      | Training room Software W/24 keypads      |   | \$ | 5,423.73                  | EA |
| TIT TRAN        | Barricade / Cover free standing wall     |   | \$ | 2,542.37                  | EA |
| TIT TRS-COUNT   | Pistol air recoil kit                    | w/ 1 Counting magazine and laser (specify model)  | \$ | 7,966.10                  | KT |
| TIT TRS-PMXXX   | Pistol air recoil additional Magazine    | (specify Model)   | \$ | 593.22                    | EΑ |
| TIT TRS-PXXX    | Pistol air recoil kît                    | w/ 1 magazine and laser (specify model)   | \$ | 5,000.00                  | KT |
| TIT TRS-RCOUNT  | Rifle air recoil kit                     | with/1 Counting Magazine and Laser  | \$ | 7,966.10                  | KT |
| TIT TRS-RMXXX   | Rifle air recoil additional magazine     | (specify Model)   | \$ | 593.22                    | EA |
| TIT TRS-RXXX    | Rifle air recoil kit                     | w/ 1 magazine and laser (specify Model)   | \$ | 5,084.75                  | КТ |
| TIT TRS-SG 101  | CO2 Refill station                       | for the TRS-SG Recoil shotgun   | \$ | 1,525.42                  | EA |
| TIT TRS-SGXX    | Shotgun recoil kit w/ laser              | (specify Model)   | \$ | 5,762.71                  | KT |
| TIT V-23        | V23 Live fire system Single Lane         |   | \$ | 21,186.44                 | EA |
| TIT VRG-CASE    | Portable Rugged case                     | for VRG Laser Devices   | \$ | 5,084.75                  | EA |
| SERVICE/LABOR   |  | -SERVICE/LABOR  |    |                           |    |
| TIT INSTALL-100 | Onsite Install RECON Core                |   | \$ | 5,333.33                  | EA |

| item ID             | Description                         | Extended Description              | <br>Safeware<br>stalog Price | UOM |
|---------------------|-------------------------------------|-----------------------------------|------------------------------|-----|
| TIT INSTALL-101     | Onsite Install RECON 180            |                                   | \$<br>5,333.33               | EA  |
| TIT INSTALL-102     | Onsite Install RECON 300            |                                   | \$<br>7,555.56               | EA  |
| TIT INSTALL-LED 180 | Onsite Install RECON LED 180        |                                   | \$<br>7,555.56               | EA  |
| TIT INSTALL-LED 300 | Onsite Install RECON LED 300        |                                   | \$<br>8,888.89               | EA  |
| TIT TIP-104         | Custom Scenario Filming Boot Camp   | in Golden Co. 3 day (per student) | \$<br>1,111.11               | EA  |
| TIT TIP-500         | Custom Scenario Filming Boot Camp   | at agency location 3 day          | \$<br>11,111.11              | EA  |
| TIT TRAIN-101       | Operator training                   | (6 per class) on site 2.5 days    | \$<br>5,333.33               | EA  |
| TIT TRAIN-201       | Operator training at Ti Training HQ | (Golden, CO) Per seat             | \$<br>166.67                 | EA  |
| TIT VRG-AM          | Virtual Range Gear Armorer Course   |                                   | \$<br>6,111.11               | EA  |

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

In the County Commission of said county, on the

25th

day of November

25

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Adopt-a-Road request by Mizzou Sigma Pi to adopt a portion of Prathersville Road and Wagon Trail Road as shown on the attached application and map.

Done this 25<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

**Presiding Commissioner** 

Justin Aldred

District I Commissioner

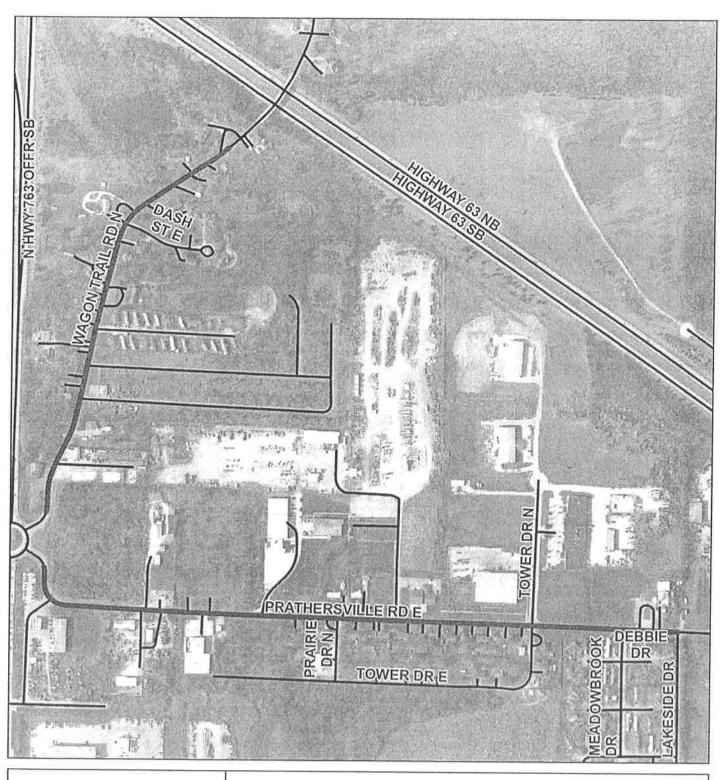
Janet M. Thompson

### Boone County Public Works Adopt-A-Road Application & Information Sheet

Trail Rd

| Name: Prathersville Road & Wagon Trail Rd   | Agreement<br>Renewal Date: November 25, 2025-2028               |
|---|---|
|   | (to be competed by BCRM)  |
| Starting Highway 63 & Prathersville Rd  | Ending<br>Point: MoDOT Bridge Maintenance on Wagon              |
| Adopt-A-Road Sign Requested: TYES NO  |   |
| Organization Name: Mizzou Sigma Pi (As you wish for it to appear on the Adopt-A-Road Sign, if re              | quested)  |
| Contact Person: Peter Kenney  | Title: Treasurer  |
| Address: 508 NW 41st St City: Kansa:  | S City Zip: 64116   |
| Phone 816-345-5664 Phone # 2: FAX:  | Email 600 NW 4111 IA Ramas City MC 04116 United Brushs Address: |
| Please Indicate Preferred Method of Contact: Email  | Telephone  FAX  U.S. Postal                                     |
| Alternate Contact Person:  Harvey Pollock   | Title: Vice President   |
| Address: 808 South Providence Rd City: Column   | ola Zip: 65203  |
| Phone 816-337-9991 Phone # 1: # 2: FAX:   | Fii hanallask46@amail.com                                       |
| Please Indicate Preferred Method of Contact:   Email  | Telephone    FAX    U.S. Postal                                 |
| Participants must agree to follow these guidelines at all times:  |   |
| Wear a safety vest  |   |
| Be aware of oncoming traffic  |   |
| Be cautious when crossing roadways  Stay clear of construction projects, mowing operation                     | and project and anti-fet a                                      |
| Work only during daylight hours   | s and maintenance activities                                    |
| Have at least one adult supervisor for every 5 participations   | ants age 13 to 17 and one adult supervisor for every 4          |
| participants age 6 to 12. Children under age 6 may no<br>DO NOT   | t participate,  |
| Work during bad weather, extreme temperatures and p   | peak travel times   |
| Participate in horseplay or activity that might distract  | drivers   |
| Pick up, remove the lid from, shake or even touch any equipment, or any other suspicious litter. Instead, man | hazardous substances, like syringes or drug-making              |
| Public Works or Boone County Sheriff.   | ik the area in some way and can the Department of               |
| Trespass on private property.   |   |
| Peter Kny   | 10-22-2025  |
| Signature (Contact Person)  | Date  |

## Adopt-a-Roadway Request for Mizzou Sigma Pi





0 0.03 0.07 0.13 Miles



Boone County Resource Management

BOONE COUNTY GOVERNMENT CENTER

801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730 (573) 886-4480 FAX (573) 886-4340



W2-2025

STATE OF MISSOURI

ea.

November Session of the October Adjourned

Term. 2025

**County of Boone** 

In the County Commission of said county, on the

25th

day of November

20 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the release of the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and VH Properties, LLC in the amount of \$97,285.87. Said Cash Deposit was issued on behalf of 40 & J Development, LLC. for construction of an office building, associated infrastructure, and stormwater improvements located at W. Hwy 40, Columbia, MO 65202. The work has been completed as required. The original Commission Order accepting the performance bond is 560-2023.

Done this 25<sup>th</sup> day of November 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**

560-2023

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

5th

day of December

20 23

23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and 40 & J Development, LLC.

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

Done this 5<sup>th</sup> day of December 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane M. Thompson

### **Stormwater Erosion and Sediment Control Security Agreement**

Date: November 15, 2023

Developer/Owner Name: 40 & J Development, LLC

Address: 5875 W. Van Horn Tavern Rd.

Columbia, MO 65203

Development: Midway Roosevelt Office

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 Midway USA Roosevelt Office. The SWPPP and ESC was prepared by Crockett Engineering Consultants on October 26, 2023.
- 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 2<sup>nd</sup> day of November 2025, 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 \$97,285.87, 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:

- ☐ Cash deposit with County Treasurer
- 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 November 02, 2025, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the cash deposit can be released to Developer. If no written proof has been provided to the financial institution issuing cash deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on November 02, 2025, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the cash deposit 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/  |
| Printed Name Larry Potter Lield   |
| Title:  |
| BOONE COUNTY, MISSOURI: Department of Resource Management Bill Plorea, Director Resource Management |
| County Commission: Kip Kendrijk, Presiding Commissioner   |
| Attest:  Dianna S Sennon;  Brianna L. Lennon, Boone County Clerk                                    |
| County Treasurer Jenna Redel, County Treasurer  |
| Approved to to form:  C.J. Dykhouse, County Counselor   |

**VH Properties, LLC** 5875 W Van Horn Tavern Road Columbia, MO 65203

Simmons Bank

082900432

Nov 15, 2023 001533 DATE CHECK NO.

PO Box 1867 Columbia, MO 65205-1867

Pay Ninety Seven Thousand Two Hundred Eighty Five Dollars and 87 Cents

\$97,285.87

to the Order of:

**Boone County** 801 E. Walnut, Room 315 Columbia, MO 65201

Protected by Positive Pay

#BO1533# #BB2900432#

2100011374

# BOONE COUNTY RESOURCE MANAGEMENT

Room 315 801 East Walnut Columbia, Missouri 65201

Inspections 886-4339

Planning 886-4330

| Receipt Number 33484           |                          | $\frac{9:34:15}{11/20/2023}$ |
|--------------------------------|--------------------------|------------------------------|
| Receipt Number                 | bucc                     | 11/10/2020                   |
| Received From VH PROPERTIES LI | JC                       |                              |
| PERMIT: Number                 | \$.00 Wastewater         | \$.00                        |
| Permit Type:OT                 |                          |                              |
| MISC. FEES & REIMBURSEMENTS    |                          |                              |
| Admin Survey                   | \$.00 Plat Fee/Prelim    | \$.00                        |
| Re-Zonin/App                   | \$.00 Postage            | \$.00                        |
| Copies/Public Info Rqst        | \$.00 Public Notice      | \$.00                        |
| Dischg Permit                  | \$.00 ROW Permit         | \$.00                        |
| Driveway Permit                | \$.00 MHP License        | \$.00                        |
| Land Dist Permit               | \$.00 Training           | \$.00                        |
| Plan Review-Bldg Codes         | \$.00 Plan Dev Rev Plan  | \$.00                        |
| Conditional Use App            | \$.00 Plan Dev Finl Plan | \$.00                        |
| BOA App                        | \$.00 Plats Final        | \$.00                        |
| Reinspection Fee               | \$.00 Recording Fees     | \$.00                        |
|                                | Other                    | \$97,285.87                  |
| Comments: ESC SECURITY MIDWAY  | USA ROOSEVELT BLDG       |                              |
| Taken By NR                    | Credit Card Fee          | \$.00                        |
| Total Amount\$97,285.87 Pa     | ay Type CK 001533        |                              |

### CERTIFIED COPY OF ORDER

W03 -2025

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

day of November

**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 the release of the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Central Bank of Boone County in the amount of \$89,451.34. Said Irrevocable Letter of Credit was issued on behalf of Fred Overton Development, Inc. for construction of a subdivision, Ravenwood Plat 1, associated infrastructure, and stormwater improvements located at N. Rollingwood Blvd., Columbia, MO 65202. The work has been completed as required. The original Commission Order accepting the performance bond is 626-2024.

25th

Done this 25<sup>th</sup> day of November 2025.

ATTEST:

Brianna I Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson



# **Boone County Resource Management**

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER 801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730 PHONE (573) 886-4330 FAX (573) 886-4340

PLANNING - INSPECTIONS - ENGINEERING

November 14, 2025

Central Bank of Boone County P.O. Box 678 Columbia, MO 65205 Attn: Jill Cox, SVP Commercial Loans

Re:

Bank Letter of Credit No.: 0126516-0699

Dated: 12/11/2020

In Favor of Boone County, Missouri on behalf of Fred Overton

Development, Inc.

#### Ladies and Gentlemen:

This certificate authorizes reduction in the amount of \$89,451.34 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$0.00.

BOONE COUNTY, MISSOURI

Kip Kendrick, Presiding Commissioner

Attest:

APPROVED BY:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order: 626-2024

# 626-2024

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

**County of Boone** 

ea.

23rd

day of

December

0 24

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 the extension of the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development, Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 23rd day of December 2024.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Truction Aldune

District I Commissioner

Jane M. Thompson

#### **EXTENSION AGREEMENT**

THIS AGREEMENT, effective December 11, 2024, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2024; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2025.

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

- 1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, reduced to \$89,451.34, with an expiration date of December 11, 2024, is attached hereto and incorporated herein by reference.
- 2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2025.
- 3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
- This Extension Agreement may be entered into in one or more counterparts
  which, when taken together, shall constitute the full Agreement of the parties.
   SO, AGREED.

| CENTRAL BANK OF BOONE COUNTY:            |
|--|
| By: (1)                                  |
| Jaime Palmer, Assistant Vice President   |
| FRED OVERTON DEVELOPMENT INC.:           |
| By: 10 A                                 |
| Fred Overton, Owner                      |
| BOONE COUNTY:                            |
| Department of Resource Management:       |
| Bill Morea, Director Resource Management |
| County Commission:                       |
| Kip Kendrick, Presiding Commissioner     |
| Attest:  Brianna L. Lennon, County Clerk |
| County Treasurer:                        |
| Jenna Redel, County Treasurer            |
| Approved as to form:                     |
| Charles J. Dykhouse, County Counselor    |

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

ea.

December Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

19th

day of December

**20** 23

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

Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc. for Ravenwood Plat 1.

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

Done this 19<sup>th</sup> day of December 2023.

ATTEST

Brianna L. Lennon

Clerk of the County Commission

Kip Kehdrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

#### EXTENSION AGREEMENT

THIS AGREEMENT, effective December 11, 2023, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2023; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2024.

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

- 1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, reduced to \$89,451.34, with an expiration date of December 11, 2023, is attached hereto and incorporated herein by reference.
- 2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2024.
- 3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
- This Extension Agreement may be entered into in one or more counterparts
  which, when taken together, shall constitute the full Agreement of the parties.
   SO, AGREED.

| Ву:  |
|--|
| Jaime Palmer, Assistant-Vice President                                       |
| FRED OVERTON DEVELOPMENT INC.:   |
| By:  Fred Overton, Owner   |
| BOONE COUNTY:  |
| Department of Resource Management:  Bill Forea, Director Resource Management |
| County Commission:  Kip Kendrick Presiding Commissioner                      |
| Attest: Brianna L. Lennon, County Clerk                                      |
| Jenna Redel, County Treasurer  |
| Approved as to form:  (C.16)  Charles J. Dykhouse, County Counselor          |

CENTRAL BANK OF BOONE COUNTY:

5/2 2022

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the

22nd

day of

December

20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve a reduction in the amount of \$76,199.99 of the Erosion and Sediment Control Letter of Credit and extension of the Stormwater Security Agreement and remaining \$89,451.34 of the Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc.

The terms of the Agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 22nd day of December 2022.

ATTEST

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Justin Aldred

District I Commissioner.

/lanet M. Thompson



# **Boone County** Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER 801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730 FAX (573) 886-4340 PHONE (573) 886-4330

PLANNING - INSPECTIONS - ENGINEERING

December 12, 2022

Central Bank of Boone County 720 E. Broadway Columbia, MO 65201 Attention: Jaime Palmer, Assistant Vice President

Re: Central Bank of Boone County Letter of Credit No.: 0126516-0699

Dated: December 11, 2020

In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

This certificate authorizes reduction in the amount of \$76,199.29 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$89,451.34.

BOONE COUNTY, MISSOURI

Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon, Boone County Clerk

Commission Order: <u>593-2072</u>

Bill Fibrea, Director, Resource Management

| By: 1016  |
|---|
| Jaime Palmer, Assistant Vice President  |
| FRED OVERTON DEVELOPMENT INC.:  |
| By: Pred Overton, Owner   |
| BOONE COUNTY:   |
| Department of Resource Management:  Bill Florea, Director Resource Management |
| County Commission:  Dan Atwill, Presiding Commissioner                        |
| Attest:    Dialika   Daniel     Brianna L. Lennon, County Clerk               |
| County Treasurer:  Dustin Stanton, County Treasurer                           |
| Charles J. Dykhouse, County Counselor   |

CENTRAL BANK OF BOONE COUNTY:

#### **EXTENSION AGREEMENT**

THIS AGREEMENT, effective December 11, 2022, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2022; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2023.

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

- 1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, with an expiration date of December 11, 2022, is attached hereto and incorporated herein by reference.
- 2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2023.
- 3. The parties mutually agree to reduce the amount of the December 11, 2020 Letter of Credit from \$165,650.63 to \$89,451.34 in conjunction with the contemplated extension.
- 4. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
- This Extension Agreement may be entered into in one or more counterparts
  which, when taken together, shall constitute the full Agreement of the parties.
   SO, AGREED.

5/4-2021

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 21

County of Boone

e en.

16th

lay of December

20 21

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the Extension of the Stormwater Security Agreement and erosion and sediment control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 16th day of December 2021.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Justin Aldred

District I Commissioner

Janel M. Thompson

### **EXTENSION AGREEMENT**

THIS AGREEMENT, effective December 11, 2021, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2021; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2022.

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

- 1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, with an expiration date of December 11, 2021, is attached hereto and incorporated herein by reference.
- 2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2022.
- 3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
- This Extension Agreement may be entered into in one or more counterparts
  which, when taken together, shall constitute the full Agreement of the parties.
   SO, AGREED.

| By: \alle   |
|---|
| Jaime Palmer, Assistant Vice President                                  |
| FRED OVERTON DEVELOPMENT INC.:  |
| Ву:   |
| Fred Overton, Owner   |
| BOONE COUNTY:   |
| Department of Resource Management:                                      |
| Bill Floren, Director Resource Management                               |
| County Commission: Dan Atwill, Presiding Commissioner                   |
| Brianna L. Lennon, County Clerk   |
| County Treasurer: Tom Darrogen, County Treasurer                        |
| Approved as to form:  (If Abbetish Charles). Dykhouse, County Counselor |

CENTRAL BANK OF BOONE COUNTY:

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boons

17th

December

20 20

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 the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Fred Overton Development, Inc. The terms of the agreement are stipulated in the attached security agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement

Done this 17th day of December 2020.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Daniel K. Atwill

District I Commissioner

JanchM. Thompson District II Commissioner

#### Stormwater Erosion and Sediment Control Security Agreement

Date: December 9, 2020

Developer/Owner Name: Fred Overton Development Inc.

Address: 2712 Chapel Wood View Columbia, MO 65201

Development: Ravenwood Plat I

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 respective 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 Ravenwood Plat 1. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on November 24, 2020.
- 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 9th day of December
  2020, 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 \$165,650.63, 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:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- 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 Letter of Credit 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 9, 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 9, 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit 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.
- 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/Oyener:   |
|---|
| By: Allto   |
| Developer/Owner:  By:  Printed Name: Fred Que town                    |
| Title: Pres.  |
| BOONE COUNTY, MISSOURI:   |
| Department of Resource Management                                     |
| ( 26 2-2  |
| Bill Floren, Difector Resource Management                             |
| County Comments in the  |
| Daniel K. Atwill, Presiding Commissioner                              |
| Attest:  131 (Annal) (Anna)  Brianna L. Lennon, Boone County Clerk Th |
| County Treasurer Tom Daurough, County Treasurer                       |
| Approved as to form:  C.J. Dyklomek, Jounty Counselor                 |



IRREVOCABLE LETTER OF CREDIT NO. 0126516-0699 DATE: December 11, 2020

Amount: \$165,650.63

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

Ladies and Gentlemen:

331

We hereby authorize the County of Boone to draw on Central Bank of Boone County for the account of Fred Overton Development, Inc., herein Developer/Owner, up to an aggregate amount of \$165,650.63, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Central Bank of Boone County Letter of Credit #0126516-0699 Dated 12/11/20."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 11, 2020, provided further that upon such expiration, either at December 11, 2021, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to Central Bank of Boone County within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in



substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

Jaime Palmer, Assistant Vice President



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

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Central Bank of Boone County 720 E. Broadway Columbia, MO 65201 Attention: Jaime Palmer, Assistant Vice President

> Central Bank of Boone County Letter of Credit No.: 0126516-0699 Re:

In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

#### Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Central Bank of Boone County (the "Bank"), with reference to irrevocable Letter of Credit No. 0126516-0699 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

| Mac             |  | to the standard and the |  |
|-----------------|--|--|--|
| 1.              | by the Subdivision Regulations, S                                  | omplete all improvements or fulfill all obligations required<br>Stormwater regulations, or other applicable rules and<br>e.  |  |
| 2.              | Maximum Available Credit under<br>Maximum Available Credit under t | as requested by this Certificate is not in excess of the<br>er the Letter of Credit and shall result in a reduction of the<br>or the Letter of Credit.   |  |
| account, as l   | nstructed by the Boone County Treas                                | credit of the Boone County, Missouri to the following urer: [INSERT BANK Account #].  has executed and delivered this certificate this   |  |
|                 | ay of  |  |  |
|                 |  | BOONE COUNTY, MISSOURI   |  |
|                 |  | Presiding Commissioner   |  |
| APPROVED I      | BY:  | Attest:  |  |
| Bill Florea, Di | rector Resource Management   | Brianna L. Lennon, Boone County Clerk  |  |
|                 |  | Commission Order:  |  |



Exhibit "B"

To Letter of Credit

Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Central Bank of Boone County 720 E. Broedway Columbia, MO 65201 Attention: Jaime Palmer, Assistant Vice President

Re: Central Bank of Boone County Letter of Credit No.: 0126516-0699

Dated: 12/11/2020 In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

| Gentlemen: This certificate authorizes reduction in the amount of \$ remaining maximum available credit for this letter of credit | is \$                                 |
|---|---------------------------------------|
|   | BOONE COUNTY, MISSOURI                |
|   | By: Presiding Commissioner            |
| APPROVED BY:  | Attest:                               |
| Bill Florea, Director, Planning & Building  | Brianna L. Lennon, Boone County Clerk |
|   | Commission Order:                     |

### CERTIFIED COPY OF ORDER

WM -202

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 2025

**County of Boone** 

In the County Commission of said county, on the

25th

day of November

**20** 25

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

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

Done this 25<sup>th</sup> day of November 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

## PERMANENT STORMWATER MANGEMENT BMP SECURITY AGREEMENT EXTENSION AGREEMENT NO. 4

### \$34,020.90 IRREVOCABLE LETTER OF CREDIT - RAVENWOOD PLAT 1

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

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

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

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

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

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

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

SO, AGREED.

| BANK:  |
|--|
| Central Bank of Boone County   |
| By: Alla Cox   |
| Printed Name: UMAGX  |
| Title: SVP-Commercial Coans  |
| DEVELOPER/OWNER:   |
| Fred Overton Development, Inc.                                       |
| By: Al Qtan  |
| Printed Name: Ived Werton  |
| Title:   |
| BOONE COUNTY:  |
| County Commission:   |
| By: Kip Kendrick, Presiding Commissioner                             |
| Attest:  Brianna L. Lennon, County Clerk                             |
| County Treasurer:  Jenna Redel, County Treasurer                     |
| Approved By:  Bill Florea, Director Boone County Resource Management |
| Approved as to legal form:  Charles J. Dykhouse, County Counselor    |

# 100 2022

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 2022

**County of Boone** 

ea.

10th

day of

March

20 22

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 the attached Permanent Stormwater Management BMP Security Agreement and Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Ravenwood Plat 1.

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

Done this 10th day of March 2022.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

### **Permanent Stormwater Management BMP Security Agreement**

Date: November 17, 2021

Developer/Owner Name: Fred Overton Development, Inc.

Address: 2712 Chapel Wood View, Columbia, MO 65203

Development: Ravenwood Plat 1

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

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

- 1. Background and Purpose of Agreement The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plans, or complete the improvements within the time and manner provided for by this agreement.
- 2. **Description of Improvements** The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

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

3. **Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the <u>1st day of November 2022</u>, and all such improvements shall pass County inspection as of this date.

- 4. Security for Performance To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$34,020.90, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form (check one):
  - □ Cash deposit with County Treasurer

  - ☐ Certificate of Deposit issued by FDIC insured bank for a term of \_\_\_ months
  - ☐ Corporate surety bond issued to Boone County
- 5. Use of Security The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the selected form of security contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to the Time for Completion date listed in 3 above, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the selected form of security in 4 above can be released to Developer. If no written proof has been provided to the financial institution issuing the selected form of security in 4 above that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on the Time for Completion date listed in 3 above, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the selected form of security in 4 above to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
- 6. Additional Sums Due In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
- 7. Remedies Cumulative Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

- 8. Authority of Representative Signatories Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
- 9. **Binding Effect** This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

| bandlactory Security rigicoment.  |
|---|
| In Witness Whereof the Developer and the Counthe day and year first above written.                    |
| ACKNOWLEDGED AND AGREED TO: <b>DEVELOPER/OWNER:</b>   |
| Fred Overton Development, Inc.  By: Allow Printed Name: Fred Werton  Title: Pres.                     |
| BOONE COUNTY, MISSOURI:  Department of Resource Management  Bill Florea, Director Resource Management |
| County Commission:  Daniel K. Atwill, Presiding Commissioner  |
| Attest:  Brianna L. Lennon, Boone County Clerk  |
| County Treasurer Tom Darrough, County Treasurer   |
| Approved to form:   |

C.J. Dykhouse, County Counselor



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

Amount: \$34,020.90

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

#### Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on The Central Trust Bank d/b/a Central Bank of Boone County for the account of Fred Overton Development, Inc., herein Developer/Owner, up to an aggregate amount of \$34,020.90, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under The Central Trust Bank d/b/a Central Bank of Boone County Letter of Credit #0126516-0799 Dated 12/6/2021."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 6, 2022, provided further that upon such expiration, either at December 6, 2022, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to The Central Trust Bank d/b/a Central Bank of Boone County within the 60-day period prior to the then-effective date of expiration of this letter of credit.



Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:

Jaime Palmer, Assistant Vice President



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

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

The Central Trust Bank d/b/a Central Bank of Boone County 720 E. Broadway Columbia, MO 65201

Attention: Jaime Palmer, Assistant Vice President

Re: The Central Trust Bank d/b/a Central Bank of Boone County Letter

of Credit No.: 0126516-0799

Dated: 12/6/2021

In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

#### Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **The Central Trust Bank d/b/a Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0799** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

| u lat.  |                                     |   |  |  |
|---|-------------------------------------|---|--|--|
| The Account Party has falled to co by the Subdivision Regulations, S regulations of the County of Boone  A draft in the sum of \$ |                                     | complete all improvements or fulfill all obligations required<br>Stormwater regulations, or other applicable rules and<br>ne.             |  |  |
| 2.  |                                     | as requested by this Certificate is not in excess of the che Letter of Credit and shall result in a reduction of the ne Letter of Credit. |  |  |
| account, as in:   | structed by the Boone County Treasu | credit of the Boone County, Missouri to the following<br>rrer: [INSERT BANK Account #],   |  |  |
|   |                                     | has executed and delivered this certificate this  |  |  |
|   |                                     | BOONE COUNTY, MISSOURI  |  |  |
|   |                                     | By: Presiding Commissioner  |  |  |
| APPROVED BY   | Υ:                                  | Attest:   |  |  |
| Bill Florea, Dire   | ector Resource Management           | Brianna L. Lennon, Boone County Clerk   |  |  |
|   |                                     | Commission Order:   |  |  |



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

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

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

Re: The Central Trust Bank d/b/a Central Bank of Boone County Letter of

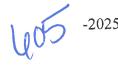
Credit No.: 0126516-0799

Dated: 12/6/2021

In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

| Gentlemen:   |                                       |
|--|---------------------------------------|
| This certificate authorizes reduction in the amount of \$remaining maximum available credit for this letter of credit is |                                       |
|  | BOONE COUNTY, MISSOURI                |
|  | Ву:                                   |
|  | Presiding Commissioner                |
| APPROVED BY:   | Attest:                               |
| Bill Florea, Director, Planning & Building   | Brianna L. Lennon, Boone County Clerk |
|  | Commission Order:                     |

## **CERTIFIED COPY OF ORDER**



STATE OF MISSOURI

**County of Boone** 

} ea.

November Session of the October Adjourned

**Term. 20** 25

In the County Commission of said county, on the

25th

day of November

25

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

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

Done this 25<sup>th</sup> day of November 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

## PERMANENT STORMWATER MANAGEMENT BMP SECURITY AGREEMENT EXTENSION AGREEMENT NO. 2

### \$11,850.00 IRREVOCABLE LETTER OF CREDIT - RAVENWOOD PLAT 2

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

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

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

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

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

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

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

SO, AGREED.

| BANK:  |
|--|
| Central Bank of Boone County   |
| Printed Name: JULA COX  Title: SVP Commercial Loans                  |
| DEVELOPER/OWNER:   |
| Fred Overton Development, Inc.                                       |
| Printed Name: Fred Werton  Title: Pres.                              |
| BOONE COUNTY:  |
| County Commission:   |
| By: Kip Kendrick, Presiding Commissioner                             |
| Attest:  Brianna L. Lennon, County Clerk                             |
| County Treasurer:  Jenna Redel, County Treasurer                     |
| Approved By:  Bill Florea, Director Boone County Resource Management |
| Approved as to legal form:  Charles J. Dykhouse, County Counselor    |

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 23

**County of Boone** 

29th

day of August

23 20

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

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

Done this 29th day of August 2023

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Compson

District II Commissioner

### **Permanent Stormwater Management BMP Security Agreement**

Date: June 23, 2023

Developer/Owner Name: Fred Overton Development, Inc.

Address: 2712 Chapel Wood View, Columbia, MO 65203

Development: Ravenwood Plat No. 2

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

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

- 1. Background and Purpose of Agreement The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations and the Boone County Subdivision Regulations. This agreement is made pursuant to Section 1.7.5 in the Subdivision Regulations of Boone County, Missouri in order to permit the Developer to obtain final acceptance of the subdivision final plat for the development described above, and to assure County of final completion of required permanent stormwater management BMP improvements. By entering into this agreement, the developer is agreeing to comply with the Construction Plans described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plans, or complete the improvements within the time and manner provided for by this agreement.
- 2. **Description of Improvements** The Developer agrees to complete the following described improvements in accordance with the published Boone County Stormwater Regulations and related specifications contained within the regulations now in effect and the Construction Plans described below:

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

3. **Time for Completion** – The Developer agrees to complete the permanent stormwater management BMP improvements as described above no later than the <u>1st day of November 2024</u>, and all such improvements shall pass County inspection as of this date.

4. Security for Performance – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$11,850.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form (check one):

|        | Cach | denosit | with  | County | Treasurer |  |
|--------|------|---------|-------|--------|-----------|--|
| $\Box$ | Casn | uebosit | willi | County | Treasurer |  |

- ☑ Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- ☐ Certificate of Deposit issued by FDIC insured bank for a term of \_\_\_ months
- ☐ Corporate surety bond issued to Boone County
- 5. Use of Security The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the selected form of security contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to the Time for Completion date listed in 3 above, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the selected form of security in 4 above can be released to Developer. If no written proof has been provided to the financial institution issuing the selected form of security in 4 above that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on the Time for Completion date listed in 3 above, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the selected form of security in 4 above to the account then-designated by the Boone County Treasurer. If the total sum of the selected form of security in 4 above is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
- 6. Additional Sums Due In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
- 7. Remedies Cumulative Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

- 8. Authority of Representative Signatories Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
- 9. Binding Effect This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

| Satisfactory Security Agreement.   |
|--|
| In Witness Whereof the Developer and the C the day and year first above written. |
| ACKNOWLEDGED AND AGREED TO:  |
| DEVELOPER/OWNER:   |
| By: 20 h. Leten  |
| Printed Name: Fred Werton  |
| Title: Owner ) Pres  |
| 0  |
| <b>BOONE COUNTY, MISSOURI:</b>   |
| Department of Resource Management  |
|  |
| Bill Florea Director Resource Management   |
| County Commission:   |
| Lella  |
| Kip Kendrick, Presiding Commissioner   |
| Attest: - Seun Oug<br>Brianna L. Lennon, Boone County Clerk                      |
| Brianna L. Lemion, Boone County Clerk  |
| County Preasurer   |
| Jenna Redel, County Treasurer  |
|  |
| Approved anterform:  |
| C.J. Dykhouse County Counselor   |





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

Amount: \$11,850.00

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

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on The Central Trust Bank d/b/a Central Bank of Boone County for the account of Fred Overton Development, Inc. up to an aggregate amount of \$11,850.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under <u>The Central Trust Bank d/b/a Central Bank of Boone County</u> Letter of Credit #0126516-0999 Dated 06/23/23."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified in Exhibit "A", if presented to this bank on or before November 1, 2024, provided further that upon such expiration, either at November 1, 2024, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to The Central Trust Bank d/b/a Central Bank of Boone County within the

60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

Spencer Hockman, Commercial Loan Officer

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

Boone County, Missouri letterhead

06/23/23

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

Re: The Central Trust Bank d/b/a Central Bank of Boone County Letter

of Credit No.: 0126516-0999

Dated: 06/23/23

In Favor of Boone County, Missouri on behalf of Fred Overton Development.

Inc.

#### Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to **The Central Trust Bank d/b/a Central Bank of Boone County** (the "Bank"), with reference to Irrevocable Letter of Credit No. **0126516-0999** (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary,

Bank in favor of the Beneficiary. that: The Account Party has failed to complete all improvements or fulfill all obligations required 1. by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone. 2. \_\_\_\_\_ as requested by this Certificate is not in excess of the The A draft in the sum of \$\_\_\_\_ Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit. Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account #\_\_\_\_\_\_], Attention: Boone County Treasurer. IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this BOONE COUNTY, MISSOURI By: Presiding Commissioner APPROVED BY: Attest:

Bill Florea, Director, Resource Management

Brianna L. Lennon, Boone County Clerk

Commission Order:

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

### Boone County, Missouri letterhead

06/23/23

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

Re:

Bank Letter of Credit No.: 0126516-0999

Dated: <u>06/23/23</u>

In Favor of Boone County, Missouri on behalf of Fred Overton Development.

Inc.

| Gentlemen:  | 9  |
|---|--|
| This certificate authorizes reduction in the amount o remaining maximum available credit for this letter of | f \$ of the above letter of credit. The credit is \$ |
|   | BOONE COUNTY, MISSOURI                               |
|   | By: Presiding Commissioner                           |
| APPROVED BY:  | Attest   |
| Bill Florea, Director, Resource Management  | Brianna L. Lennon, Boone County Clerk                |
|   | Commission Order:                                    |

### CERTIFIED COPY OF ORDER

Pay

STATE OF MISSOURI

November Session of the October Adjourned

**Term. 20** 25

**County of Boone** 

} ea.

In the County Commission of said county, on the

25th

day of November

**20** 25

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 2049/4140 to transfer funds approved in 2025 Operating Budget for the Rural Gravel Road Stabilization Program.

Done this 25<sup>th</sup> day of November 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

## BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

NOV 1 2 2025

BOONE COUNTY AUDITOR

COMMISSIONER

| 11/10/25 |    |    |     |    |    |
|----------|----|----|-----|----|----|
| EF       | FE | CT | IVE | DA | TE |

FOR AUDITORS USE

|            |             |                               |   | (Use whole \$      |             |
|------------|-------------|-------------------------------|---|--------------------|-------------|
|            |             |                               | TO 07554  | Transfer From      | Transfer To |
| Dept       | Account     | Fund/Dept Name                | Account Name  | Decrease           | Increase    |
| 2049       | 83919       | R&B Non-Departmental          | OTO: to Capital Project Fund                                  |                    | 2,200,000   |
| 4140       | 3917        | Rural Gravel RD Stabilization | OTI: from Special Revenue Fund                                |                    | 2,200,000   |
|            |             |                               |   |                    |             |
|            |             |                               |   |                    |             |
|            |             |                               |   |                    |             |
|            |             |                               |   |                    |             |
|            |             |                               |   |                    |             |
|            |             |                               |   |                    |             |
|            |             |                               |   |                    |             |
|            |             |                               |   |                    |             |
|            |             |                               |   |                    | 4,400,000   |
|            |             |                               |   |                    |             |
| Describe t | the circums | tances requiring this Budget  | Amendment. Please address any se an attachment if necessary): | budgetary impact f | or the      |
|            | or fund 414 |                               | se an attachment is recessary).                               |                    |             |
|            |             |                               |   |                    |             |
|            |             |                               |   |                    |             |
|            | Reques      | sting Official                |   |                    |             |
|            | ·           | _                             | LETED BY AUDITOR'S OFFICE                                     |                    |             |
|            |             |                               | udget Revisions/Amendments is att                             | ached              |             |
|            |             | vency schedule is attached.   |   |                    |             |
|            | Comment     | s: 9/1/1-                     |   |                    |             |
| 711        | Short       |                               |   |                    |             |

PRESIDING COMMISSIONER

BUDGET AMENDMENT PROCEDURES

Auditor's Office /

County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment jand all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.

At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.

The Budget Amendment may not be approved prior to the Public Hearing

### CERTIFIED COPY OF ORDER

474-2025

STATE OF MISSOURI

September Session of the July Adjourned

Term 20 25

County of Boone

] ea

In the County Commission of said county, on the

23rd

day of September

20 25

the following, among other proceedings, were had, viz

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 2041 and 4140 to move the 2025 Operating Budget for the Rural Gravel Road Stabilization (Paving Program) to the Capital Improvement Project Budget

Done this 23rd day of September 2025

ATTEST

Brianna L. Lennon

Clerk of the County Commission

Kip Kondric

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane) M Thompson

District II Commissioner

### RECEIVED

AUG 2 0 2025

## BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY AUDITOR

T/28/25 EFFECTIVE DATE

(Use whole \$ amounts) Transfer From Transfer To

| Dept | Account | Dept Name                        | Account Name               | Decrease  | Increase  |
|------|---------|----------------------------------|----------------------------|-----------|-----------|
| 2041 | 71100   | RSD RM Rd Intrati RohabiPressn   | Outsourced Services        | 65,000    |           |
| 4140 | 71100   | Rural Gravet Rd Stabilization    | Outsourced Services        |           | 65,000    |
| 2041 | 71101   | R&B RM Rd introl/Reheb/Prevn     | Professional Services      | 105,000   |           |
| 4140 | 71101   | Ruini Crevel Rd Stabilization    | Professional Services      |           | 105,000   |
| 2041 | 71118   | R&B RM Rd Intrafr Rehat/Prism    | Essement Acquisition Costs | 30 000    |           |
| 4140 | 71118   | Rural Gravel Rd Stabilization    | Essement Acquisition Costs |           | 30,000    |
| 2041 | 71202   | (LBE) RM Hd introl/Rehabil/revin | Contractor Costs           | 2 000 000 |           |
| 4140 | 71202   | Rural Gravel Rd Stabilization    | Contractor Costs           |           | 2,000 000 |
|      |         |                                  | н -                        |           | ***       |
|      | -       |                                  |                            | 2,200,000 | 2,200,00  |

Describe the circumstances requiring this Budget Revision Piesse address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary)

Transfer funds approved in 2025 operating budget for the Rural Gravel Road Stabilization (Paving Program) to the capital improvement project budget

Move FY25 budget to fund 414

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO If not please explain (use an attachment if necessary)

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

D A schedule of previously processed Budget Revisions/Amendments is attached D Unencumbered funds are available for this budget revision

DISTRICT II COMMISSIONER

|  | QUIRY MAIN SCREEN .7                         |            |
|--|--|------------|
| ,Y,ear, <u>2025</u>                      | )r,ı,g,ı,n,a,l, App,r,op,r,ı,a,t,ı,o,n       | 435,000 00 |
| Dept. 2041 R&B RM RD INFRSTR REHAB/PRSVN | -  |            |
| Acct 71100 OUTSOURCED SERVICES           | _ ,0,r,1,g,1,n,a,1, ,+, ,Re,v,1,s,1,0,n,s, , | 435,000 00 |
| Fund 204 ROAD & BRIDGE FUND              |  |            |
|  | Encumb, r, ance, s,                          | 50,000 00  |
| Class/Account A ACCOUNT                  | Actual, To Date,                             | 50,000 00  |
| Account Type E EXPENSE                   | Remaining, Balance,                          | 385,000 00 |
| Normal Balance D DEBIT                   | Shadow, Balance,                             | 385,000 00 |
| Expenditures,                            | by Period                                    |            |
| January                                  | July   |            |
| February                                 | August                                       |            |
| March                                    | September                                    |            |
| April                                    | October                                      |            |
| May                                      | November                                     |            |
| June                                     | December                                     |            |

| MAINSCR BOONE Core Budget Descript Year 2025 Dept, 2041 R&B RM RD INFRSTR RE Account, 71100 OUTSOURCED SERVICES 2024 Bdgt, 735,000 YTD 678,977 % of | HAB/PRSVN<br>Bdgt, 92 | PWKELLE Finalized 2024 Est * Est * of B | $\frac{Y}{675,456}$ dg,t 92 |
|---|-----------------------|---|-----------------------------|
| BR BRIDGE REHAB TREE/BRUSH CLEARING   |                       | 10,000                                  | 10,000                      |
| BR BRIDGE REHAB UTILITY RELOCATE  |                       | 10,000                                  | 10,000                      |
| CR CONCRETE REHAB PANEL REPLACEMENT T&S   |                       | 0                                       | 0                           |
| GR-GRAVEL_RD-IMPROVE-TRIAL-TREE/BRUSH-CLEAR-  |                       | 40,000                                  | 40,000 7                    |
| GR-GRAVEL-RD-IMPROVE TRIAL UTILITY-RELOCATE   |                       | 25,000                                  | 25,000_9                    |
| PP PAVE PRESV ASPHALT OVERLAY TERM & SUPPLY   |                       | 150,000                                 | 150,000                     |
| RSM STRIPING  |                       | 125,000                                 | 125,000                     |
| STRIPING  | *                     | 25,000                                  | 25,000                      |
|   |                       |   | More                        |
|   |                       |   | ,%, ,C,h,g,                 |
| Class 5,275,000 Class 2-8 5,275,000   | Proposed C            | Core3                                   | 60,000 49-                  |
| F1=Add Account F2=Key Scr F3=Exit   | ,P,r,op,o,s,e,d, ,S   | Supp                                    | 7,5,,,0,0,0,                |
| F5=H1st F6=Dept Supp Rqst   | Auditor Re            | ev                                      |                             |
| F8=Copy F10=Notes * F12=Return  | Commission            | Rev                                     |                             |
| F15=Summary   | Total, Budg           | ,e,t, 4                                 | 35,000 41-                  |

| SUBLSCR BOO       | ONE SUBSIDIARY LEDGER       | INQUIRY MAIN SCREEN ,;                  | 7,/,3,1,/,2,5, ,0,9, ,5,2, ,0,1 |
|-------------------|-----------------------------|---|---------------------------------|
| Year, <u>2025</u> |                             | Original Appropriation                  | 160,000 00                      |
| Dept. 2041 F      | R&B RM RD INFRSTR REHAB/PR  | .SVN ,Re,v,1,s,1,0,n,s,                 |                                 |
| Acct, 71101 E     | PROFESSIONAL SERVICES       | ,Or,1,g,1,n,a,1, ,+, ,Re,v,1,s,1,0,n,s, | 160,000 00                      |
| Fund <u>204</u> F | ROAD & BRIDGE FUND          | Expend1,t,ur,e,s,                       | 1,015 00                        |
|                   |                             | Encumb,r,ance,s,                        | 4,700 00                        |
| Class/Accour      | nt. A ACCOUNT               | Actual, To Date                         | 5,715 00                        |
| Account Type      | E EXPENSE                   | Remajining, Balance,                    | 154,285 00                      |
| No,rmal, Balan    | uc,e, <u>D</u> <u>DEBIT</u> | "Shadow, "Balance                       | 154,285 00                      |
|                   | ,Expend1,tu;                | r,es, b.y, P,e,r,1,o,d                  |                                 |
| Jan               | uary                        | July                                    |                                 |
| Febr              | uary                        | August                                  |                                 |
| M                 | arch                        | September                               |                                 |
| A                 | pril1,015 00                | October                                 |                                 |
|                   | May                         | November                                |                                 |
|                   | June                        | December                                |                                 |

| MAINSCR BOONE Core Budget Des           | cription Screen PWKELLE 09 51 48                 |
|---|--|
| Year, 2025 Dept, 2041 R&B RM RD INFRS   | TR REHAB/PRSVN Finalized $\underline{Y}$ 7/31/25 |
| Account, 71101 PROFESSIONAL SE          | RVICES 2,0,2,4 Est * 102,965                     |
| 2,0,2,4, Bdgt, 70,000 YTD, 108,349      | %, of, Bdgt, 155 Est, %, of, Bdgt, 147           |
| Description                             | Oty Unit Amount                                  |
| AR ASPHALT REHAB GEOTECH TESTING        | 5,000 5,000                                      |
| BR BRIDGE REHAB GEOTECH TESTING         | 10,000 10,000                                    |
| BR SURVEYING                            | 10,000 10,000                                    |
| CR CONCRETE REHAB GEOTECH/MATERIAL TEST | ING 5,000 5,000                                  |
| GR GRAVEL RD IMPROV TRIAL GEOTECH TESTI | NG 50,000 50,000 7                               |
| GR SURVEYING                            | 55,000 55,000                                    |
| PP PAVEMENT PRESERVATION GEOTECH TESTIN | G 0 0  |
| RSM GEOTECH/MATERIAL TESTING PRIVATE DE | VELP 25,000 25,000                               |
|   | Bottom   |
|   | ,%, ,C,h,g,                                      |
| Class 5,275,000 Class 2-8 5,275,0       | 00 Proposed Core 160,000 129                     |
| F1=Add Account F2=Key Scr F3=Exit       | Proposed Supp                                    |
| F5=H1st F6=Dept Supp Rqst               | Auditor Rev                                      |
| F8=Copy F10=Notes * F12=Return          | Commission Rev                                   |
| F15=Summary                             | Total Budget 160,000 129                         |

| SUBLSCR BOONE SUBSIDIARY LEDGER IN      | QUIRY MAIN SCREEN , ;                               | 7,/,3,1,/,2,5, ,0,9 •,5,2, ,4,9, |
|---|---|----------------------------------|
| Year, <u>2025</u>                       | O, <b>r,ı,g,ı,n</b> ,a,l, ,App,r,o,p,r,ı,a,t,ı,o,n, | 50,000 00                        |
| Dept 2041 R&B RM RD INFRSTR REHAB/PRSVN |   |                                  |
| Acct 71118 EASEMENT ACQUISITION COSTS   | _ ,0,r,1,g,1,n,a,1, ,+, Re,v1,s,1,0,n,s,            | 50,000.00                        |
| Fund 204 ROAD & BRIDGE FUND             | Expenditures,                                       |                                  |
|   | Encumbrances,                                       |                                  |
| Class, Account, A ACCOUNT               | Acitiual, To, Daitie,                               |                                  |
| Account Type E EXPENSE                  | Remaining Balance                                   | 50,000 00                        |
| Normal Balance D DEBIT                  | "Shadow, Balance,                                   | 50,000 00                        |
| Expenditures,                           | by, Period  |                                  |
| January                                 | July  |                                  |
| February                                | August  |                                  |
| March                                   | September   |                                  |
| April                                   | October   |                                  |
| May                                     | November  |                                  |
| June                                    | December  |                                  |

| MAINSCR                   | BOONE            |          | Core Bu    | idget De | escript            | lon      | Screen     | ı P                | WKELLE       | (        | 9 53 10     |
|---------------------------|------------------|----------|------------|----------|--------------------|----------|------------|--------------------|--------------|----------|-------------|
| Year, <u>2025</u>         | ,Dept,           | 2041     | R&B RM     | RD INFF  | RSTR RE            | CHAB/    | PRSVN      | "F,ı,n,a,          | l,1,z,e,d,   | <u>Y</u> | 7/31/25     |
|                           | Account,         | 71118    | EASEMEN    | IT ACQUI | SITION             | 1 COS    | TS         | 2,0,2,4,           | Est, *       |          | 33          |
| ,2,0,24 Bdg,t,            | 50,0             | 2, 00    | Y,T,D      | 8,483    | ,8, ,0, <b>f</b> , | ,B,dg,t, | 17         | ,Es,t, ,           | %, ,o,f, ,Bo | dg,t     |             |
| Description               | on               |          |            |          |                    | -        | <u>Oty</u> | Unit.              | Απομητ       |          | _Total_     |
| BR BRIDGE                 | REHAB EA         | SEMENT   | r ACOUIS   | ITION    |                    |          |            | 2                  | 0,000        |          | 20,000      |
| GR-GRAVEL                 | - manual francis | -        |            |          | DUISIT             |          |            |                    | 0,000        |          | 30,000-     |
|                           |                  |          |            |          |                    |          |            |                    |              |          |             |
|                           |                  |          |            |          |                    |          |            |                    |              |          | Bottom      |
|                           |                  |          |            |          |                    |          |            |                    |              |          | ,%, ,C,h,g, |
| $C_i l_i a_i s_i s_i = 5$ | 275,000          | ,C,1,a,s | ;s, 2-8, _ | 5,275,   | 000                | Proj     | posed      | Core               |              | 50,000   |             |
| F1=Add Acc                | count F2=F       | Key Sc   | r F3=Ex    | ıt       |                    | Proj     | p,o,s,e,d, | S <sub>i</sub> upp |              |          |             |
| F5=Hist F6                | =Dept Sup        | op Rqs   | t          |          |                    | Aud      | ıtor R     | ev                 |              |          |             |
| F8=Copy F1                | .0=Notes '       | F12      | =Return    |          |                    | Com      | missio     | n Rev              |              |          | _           |
| F15=Summar                | У                |          |            |          |                    | Tota     | al, Bud    | g,e,t,             | 5            | 0,000    |             |

| IQUIRY MAIN SCREEN , 7,/,3,1,/,2,5, ,0,9, ,5 | ,4, ,2,3,  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Original Appropriation 4,550,000             | 0.0  |  |  |  |  |  |
| Re,v,1,s,1,o,n,s,                            |  |  |  |  |  |  |
| Original + Revisions 4,550,000               |  |  |  |  |  |  |
| Expend1,t,ur,e,s,                            |  |  |  |  |  |  |
| Encumbrances 2,081,078                       | 65   |  |  |  |  |  |
| Actual To Date 2.081.078                     | 65_  |  |  |  |  |  |
| Remaining Balance 2,468,921                  | 35_  |  |  |  |  |  |
| Shadow, Balance, 2,468,921 35                |  |  |  |  |  |  |
| , by, Period                                 |  |  |  |  |  |  |
| July   |  |  |  |  |  |  |
| August                                       |  |  |  |  |  |  |
| September                                    |  |  |  |  |  |  |
| October                                      |  |  |  |  |  |  |
| November                                     |  |  |  |  |  |  |
| December                                     |  |  |  |  |  |  |
|  | Revisions Original + Revisions 4,550,000 Expenditures Encumbrances 2,081,078 Actual To Date 2,081,078 Remaining Balance 2,468,921 Shadow Balance 2,468,921  July August September October November |  |  |  |  |  |

| MAINSCR BOON<br>Year, 2025 Dept<br>Acco |  | R&B     |          | FRSTR   | REHA      | AB/F                      | RSVN            | _ ,F,ı,n,a                              | 1,1,z,e,d   | <u>Y</u> |             | 25  |
|---|--|---------|----------|---------|-----------|---------------------------|-----------------|---|-------------|----------|-------------|-----|
| 2,0,2,4, Bdgt 3,5                       | 50,000                                   | ,Y,T,D, | 2,712,04 | 16 ,8,  | o,f, ,B,c | dgt                       | 76              | ,E,st,                                  | % ,o,f, B,c | dg,t,    | 83          | 1   |
| Description                             |  | ł       |          | 1.01.00 |           | <u>.</u>                  | <u>, Q</u> t,y, | <u>Unit</u>                             | Amount,     |          | <u>Tota</u> | L   |
| AR ASPHALT REH                          | AB                                       |         |          |         |           |                           |                 |   | 0_          |          | (           | )   |
| BR BRIDGE REPL                          | ACE/REHAB                                |         |          |         |           |                           |                 |   | 0           |          | (           | )   |
| BR CULVERT/INLET REHAB/REPLACE          |  |         |          |         |           |                           |                 | 30                                      | 0,000       | 3        | 300,000     |     |
| CR CONCRETE REHAB                       |  |         |          |         |           |                           |                 |   | 0           |          | (           | )   |
| GR GRAVEL RD S                          | TABILIZAT                                | ION_8   | PAVING.  |         | No.       | 32 to 1                   | indos.          | 2,00                                    | 0,000       | 2;0      | 00,000      |     |
| PP PAVEMENT PR                          | ESERVATIO                                | N CHI   | P SEAL   |         |           |                           |                 | 1,35                                    | 0,000       | 1,3      | 50,000      | )   |
| PP PAVEMENT PR                          | PAVEMENT PRESERVATION CHIP SEAL R&B MAIN |         |          |         |           | * 800,000 8               |                 |   |             | 00,000   | )           |     |
| PP PAVEMENT PR                          | PP PAVEMENT PRESERVATION SURFACE SEAL    |         |          |         |           |                           |                 | *************************************** | 0_          |          | (           | )   |
|   |  |         |          |         |           |                           |                 |   |             |          | More        |     |
|   |  |         |          |         |           |                           |                 |   |             |          | % Cl        | íď. |
| Class, 5,275,                           | 000 Cla                                  | s,s, 2- | 8 5,27   | 5,000   | _ F       | rop                       | osed            | Core                                    | 4,55        | 0,000    | 32          | 2   |
| F1=Add Account                          | l=Add Account F2=Key Scr F3=Exit         |         |          |         | ,F        | Proposed Supp             |                 |   |             |          |             |     |
| F5=Hist F6=Dep                          | t Supp Rq                                | st      |          |         | P         | udı                       | tor F           | Rev                                     |             |          | _           |     |
| F8=Copy F10=No                          | tes * F1                                 | 2=Ret   | urn      |         | C         | omm                       | 18810           | n Rev                                   |             |          | =           |     |
| F15=Summary                             | Summary                                  |         |          |         | F,        | Total, Budget 4,550,000 2 |                 |   |             |          |             | }   |

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