### **CERTIFIED COPY OF ORDER**

WM -20

STATE OF MISSOURI

**County of Boone** 

} ea.

December Session of the October Adjourned

Term. 2025

In the County Commission of said county, on the

2nd

day of December

**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 final plans, items A and B, and does receive and accept the plats, items C, D, and E, as listed in the attached consent agenda (Attachment A), and authorizes the Clerk to insert the associated staff reports into the minutes of this meeting.

#### Attachment A:

- A. Request by D Who Land LLC & Jordan Parker to approve a Final Development Plan for Five Pines Subdivision PRD on 174.98 acres located at 8100 E Richland Rd, Columbia. Columbia Township.
- B. Request by West Creek Properties LLC to approve a Final Development Plan for NewTown Lot C1 on 1.51 acres located at 6855 S Coneflower Ave, Columbia. Rock Bridge Township.
- C. Esch-Holliday Subdivision. A-2. S19-T46N-R12W & S24-T46N-R13W. Cedar Township. Matthew & Diann Holliday, owners. Kevin Schweikert, surveyor.
- D. The Glades, Plat 1A. A-2. S26-T48N-R14W. Katy Township. Hemme Construction LLC, owner. David Borden, surveyor.
- E. Sunset Acres. A-2. S11-T46N-R12W. Three Creeks Township. Sundown Acres LLC, owner. Kevin Schweikert, surveyor.

Done this 2<sup>nd</sup> day of December 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# Staff Report for County Commission RE: P&Z Agenda Items December 2, 2025

The Planning and Zoning Commission reviewed Agenda Items 1 through 4 at its November 20, 2025, meeting. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

#### 1. Consent Agenda - Final Plan and Plats

Regarding the Consent Agenda, the final plans, Items A and B, were approved by consent and are presented for your approval. The plats, Items C, D, and E, were approved by consent and are presented for your receipt and acceptance. I request that you waive the reading of the staff report and authorize the Clerk to insert it into the minutes of this meeting as if read verbatim.

A. Request by D Who Land LLC & Jordan Parker to approve a Final Development Plan for Five Pines Subdivision PRD on 174.98 acres located at 8100 E Richland Rd, Columbia. Columbia Township.

The property is 174.98 acres located off of E Richland Road, approximately ½ mile west of the intersection of E Richland Road and S Olivet Road. The zoning is Planned Residential Single Family (R-SP) which was rezoned from Agriculture 1 (A-1) in 2024 with the approval of a final development plan for the property.

The adjacent zoning is as follows:

- North Across E Richland Road, Light Industrial (M-L)
- East A-1
- South A-1
- West A-1

This request modifies the previously approved final plan by relocating the main collector road, Maritime Way, providing a new entrance from E Richland Road. The development will contain 361 lots, 358 will be single family dwellings, 3 lots will be utilized for multifamily development. A future club house can be sought under a separate conditional use permit. Several new public roads will be constructed during platting, along with offsite improvements to E Richland Road to account for traffic impacts generated by the development. The applicant has proposed three time-controlled phases with eleven plats total. A condition on the corresponding review plan allows the Director of Resource Management to authorize out-of-sequence platting at the Director's sole discretion.

The proposal scored 73 points on the point rating system.

The Boone County Zoning Ordinance, Section 6.2.14, identifies 3 criteria for approval:

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

Per Commission order #444-2025, the following conditions have been established:

- 1. An approved Pre-annexation Agreement that includes the additional property that was added under warranty deed recorded in Book 5668 Page 0051 of the Boone County Recorder of Deeds office shall be provided prior to approval of a Final Plan for any portion of Phase B or Phase C.
- 2. Any off-site improvements, other than the roundabout at the intersection of Rolling Hills and Richland Road, must be installed prior to or concurrently with the phase of the development that include the main entrance (which is proposed phase two) or the phase that includes the 101<sup>st</sup> lot, whichever is earlier.
- 3. While the phasing of the numbered phases one to eleven do not have to be executed in sequential order, anything other than sequential order is subject to approval of the Director of Resource Management at the Director's sole discretion.
- 4. No Final Plan may be submitted containing any portion of Phase B or Phase C, as shown on Sheet C103 of the review plan, until the corresponding Annexation Agreement with the city has been approved that includes the additional acreage added to the proposal and the current proposed subdivision design and documentation of said approval has been submitted and accepted by the Director of Resource Management.
- 5. Stormwater detention design shall meet or exceed the 100-year storm event for all detention facilities in the development.

Staff review of the submitted final plan has, after resubmittal, shown that all the required information is accurately portrayed on the plan, the final plan matches the corresponding review plan, and the conditions of approval have been satisfied.

Staff recommended approval of the final plan.

B. Request by West Creek Properties LLC to approve a Final Development Plan for NewTown Lot C1 on 1.51 acres located at 6855 S Coneflower Ave, Columbia. Rock Bridge Township.

The property is located at 6855 S. Coneflower Avenue, Columbia. The zoning is Planned Two-Family Residential (R-DP) which was rezoned in 2019 from Planned General Commercial (C-GP) which had been limited to the Neighborhood Commercial (C-N) uses. The C-GP zoning was originally rezoned from Agriculture 2 (A-2) in 1998. The most recent plan revision was approved in May 2025.

#### Adjacent zoning is as follows:

- North Planned Single-Family Residential (R-SP)
- South A-2
- East R-SP
- West Planned Agriculture Residential (A-RP) then City Zoning across High Pointe Lane

The request was to rezone approximately 1.51-acres which corresponds to Lot C-1 of Newtown Subdivision Final Plat Block 5 to enable replatting this lot into 12 zero-lot-line residential lots. Eight will front on and directly access Coneflower Avenue, while four lots have no public road frontage and will use common lot C100 for access to Coneflower. The currently approved R-DP plan shows the same 12 units in three buildings but without the provision to subdivide into individual lots. The area sought to be rezoned is currently vacant.

The property scored 66 points on the rating system.

The Boone County Zoning Ordinance, Section 6.2.14, identifies 3 criteria for approval:

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

Per Commission order 250-2025, the following conditions are established:

- 1. Draft covenants/trust agreement must be finalized to the satisfaction of the Director of Resource Management prior to any acceptance of a Final Plan for this development for any future P&Z Commission agenda.
- 2. The note on sheet 2 "Common Area Maintenance" shall be altered to replace the words "concurrently with" with "prior to" in order to make the review plan consistent with condition 1 above.
- 3. The covenants/trust agreement must contain at a minimum but not limited to:

- a. Provisions for the proper and continuous maintenance and supervision of said common land by a trustee and payment for such maintenance and supervision by means of annual or more frequent assessments against lots and provision for assessment secured by assessment liens enforceable by foreclosure. The finalized version is to be concurrently recorded with the associated Final Plat. (Subdivision Regulations Appendix B 1.4 Common Land)
- b. Provisions for snow removal from the Private Drive on Lot C100.
- c. Provide specifications and cross section proposed for construction of the Private Drive.
- d. Provisions for generalized maintenance of the Private Drive and the Development Sign on Lot C100 including funding and frequency.
- e. Provision for major maintenance/replacement/reconstruction of the Private Drive including funding and frequency.
- f. Provisions to guarantee repair of damage due to utility work.
- g. Dispute resolution for when owners disagree about issues related to the maintenance or funding related to the common Lots C100 and C101.

Staff review of the submitted final plan has, after resubmittal, shown that the final plan meets the conditions established by the approval order and can be approved.

Staff recommended approval of the final plan.

C. Esch-Holliday Subdivision. A-2. S19-T46N-R12W & S24-T46N-R13W. Cedar Township. Matthew & Diann Holliday, owners. Kevin Schweikert, surveyor.

The subject property is located on the south side of State Route M, a publicly dedicated, publicly maintained roadway. It is located approximately 1-mile south of the intersection of Cedar Tree Lane and State Route M. The property is in Cedar Township. The property currently has a home, shed and on-site wastewater system located on proposed lot 2. The property is zoned Agriculture 2 (A-2) as is all the surrounding property. These are all original 1973 zoning. This proposal divides the 13.00-acre tract into a 4.67-acre lot and an 8.25-acre lot that contains the existing development and a strip of additional road Right-of-Way.

Both lots will have access onto State Route M. The applicant has requested a waiver to the traffic study requirement.

The subject property is in Consolidated Public Water Supply District #1, the Boone Electric Cooperative service area, and the Southern Boone County Fire Protection District with station 17 being the closest at 5.4-miles.

Any residential development will require an on-site wastewater treatment system. Such systems will be permitted by Boone County Resource Management. The applicant has requested a waiver to the wastewater cost-benefit analysis requirement for central sewer.

The property scored 31 points on the rating system.

Staff recommends approval of the plat and granting the requested waivers

D. The Glades, Plat 1A. A-2. S26-T48N-R14W. Katy Township. Hemme Construction LLC, owner. David Borden, surveyor.

The subject property is located off S Route O, approximately ½ mile north of the intersection of S Route O and S Nebo Cemetery Road. The property is currently undeveloped. The property is zoned Agriculture 2 (A-2) and is surrounded by A-2 zoning on all sides. The proposal is a replat of lots 1 and 3 of The Glades Plat 1 approved in 2023. The new lots 1A and 3A will include land from a neighboring administrative survey tract. No new lots will be created as part of the replat.

Both lots have frontage along S Route O, a publicly maintained roadway. The applicant has not submitted a written request from a waiver from the traffic study requirement. However, approval of this replat will not result in the creation of any new traffic sources. Granting a waiver to the traffic study requirement is appropriate in this case.

Boone Electric provides power service in the area. The property is located within the Consolidated Water service area. The Boone County Fire Protection District provides fire protection. The nearest station, Station 14, is approximately 6.3 miles away.

The applicant has provided an onsite wastewater exhibit showing compliant locations for lagoons to serve future single-family dwellings on both lots. The applicant has not submitted a request from the sewer cost benefit analysis requirement. Approval of this replat will not result in the creation of additional lots. No sanitary sewer service is available within the immediate area. Granting a waiver to the sewer cost benefit analysis is appropriate in this case.

The property scored 35 points on the rating system

Staff recommend approval of the plat and granting of waivers.

E. Sunset Acres. A-2. S11-T46N-R12W. Three Creeks Township. Sundown Acres LLC, owner. Kevin Schweikert, surveyor.

The subject property is at the southeastern corner of the intersection of US Highway 63 and Loy Martin Road. The property is approximately 35 acres in size, and has a house, wastewater system, and several barns present. The property is zoned Agriculture-2 (A-2) and has the following surrounding zoning:

- North Agriculture 1(A-1)
- South City of Ashland
- East City of Ashland
- West A-1

The A-2 and A-1 zoning is original 1973 zoning.

This proposal divides two lots from the property, one at 5.36 acres, the other at 8.49 acres, leaving a 20+ acre remainder.

Lot 1 has existing access to Highway 63 and access to Loy Martin Road. Lot 2 has direct access to Loy Martin Road. Highway 63 and Loy Martin Road are both publicly maintained roads. The applicant has submitted a request to waive the traffic study requirement.

Consolidated Water currently serves the existing home on Lot 1. There is a 6" water main paralleling the east ROW of Hwy 63 and the south ROW line of E. Loy Martin Road.

There is an existing on-site wastewater system serving the house on lot 1. The applicant submitted a wastewater plan showing options for on-site wastewater on lot 2. The applicant has submitted a request to waive the wastewater cost-benefit analysis.

The property scored 63 points on the rating system.

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

### CERTIFIED COPY OF ORDER



STATE OF MISSOURI

December Session of the October Adjourned

Term. 2025

**County of Boone** 

2nd

day of December

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 two to C000771 (EC07-23) - 911 Equipment and Emergency Notification Software and Services for Joint Communications. The contract amendment is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 2<sup>nd</sup> day of December 2025.

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

District I Commissioner

Janet M. Thompson

## **Boone County Purchasing**

**Brijanna Purdy** Buyer



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

#### **MEMORANDUM**

TO:

Boone County Commission

FROM:

Brijanna Purdy, Buyer November 19, 2025

DATE: RE:

Amendment #2 to C000771 (EC07-23) – 9-1-1 EQUIPMENT &

EMERGENCY NOTIFICATION SOFTWARE & SERVICES

Purchasing requests approval for Amendment #2 to contract C000771 (EC07-23) – 911 Equipment & Emergency Notification Software & Services, Term & Supply for the Boone County Joint Communications Department. The original contract was established on April 16, 2024, through Commission Order 184-2024.

Amendment #2 adds the purchase of Z-Bar Tasklights for the Boone County Joint Communication Department.

The total price for the purchase of the chairs is \$1,149.24. Payment will reference this coding:

- Department 2701 Boone County Joint Communication 911 Operations Center
- Account 23035 Repair/Maintenance Supplies

Amendment #2 also revises Paragraph 2, Purchase, to remove the requirement for an amendment for each purchase. Going forward, each purchase will only require a purchase order.

There are no other changes to the contract.

This is a Term & Supply contract utilized by Joint Communications.

/bp

CC:

Christie Davis, McKinna Gorden, Stirling Williams – Joint Com.

Contract File

11/17/25 RQST

## PURCHASE REQUISITION BOONE COUNTY, MISSOUR

	007-23
	BID#
to Dept #:	
Unit Price	Amount
\$249.81	\$999.24
\$55.00	\$55.00
\$95.00	\$95.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0,00
	\$0.00
	\$0.00
TOTAL:	\$0.00 1,149.24
	TAL:

**Auditor Approval** 

CO#:	608-2025	Date:	12.02.2025

#### CONTRACT AMENDMENT NUMBER TWO C000771 (EC07-23) – 9-1-1 EQUIPMENT & EMERGENCY NOTIFICATION SOFTWARE & SERVICES

The above-referenced contract, dated April 16, 2024, made by and between Boone County, Missouri, and Evans Consoles Incorporated for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the following purchase:

Purchase – The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with Z-Bar Tasklights per the proposal sent on November 12th, 2025, submitted by Chris Banner on behalf of the Contractor. See Attachment 1 – Amendment 2 for further breakdown.

Item	Price Per Item	Quantity	<b>Extended Price</b>
Z-Bar Tasklight	\$249.81	4	\$999.24
Packaging	\$55.00	1	\$55.00
Transportation	\$95.00	1	\$95.00
Total			\$1,149.24

- 2. **Revise** the following on the contract:
  - 2. Purchase The County agrees to purchase from the Contractor, and the Contractor agrees to provide the County with the items identified in Attachment One for the Boone County Joint Communications Department. Any subsequent order under this contract shall be issued through a Purchase Order corresponding to the specific order.

3. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

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

<b>Evans Consoles Incorporated</b>	BOONE COUNTY, MISSOURI
by Clinis Banur	by: Boone County Commission
titleRegional Sales Manager	E Fil
	Kip Kendrick, Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
Docusioned by:	Enama Llumon
CJ Dykhouse, County Counselor	Brianna L. Lennon, County Clerk

#### **AUDITOR CERTIFICATION**

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

Occusioned by:  Kylk Risman by All  ACRE LIAMAZZAET	11/19/2025	2701/23035: \$1,149.24	
Signature	Date	Appropriation Account	

### ---

### **CERTIFIED COPY OF ORDER**

609 -20

STATE OF MISSOURI

**County of Boone** 

ea.

December Session of the October Adjourned

Term. 2025

In the County Commission of said county, on the

2nd

day of December

**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 an agreement with Cummins, Inc. for a generator for the jail fuel station. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 2<sup>nd</sup> day of December 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane M. Thompson

# **Boone County Purchasing**

Melinda Bobbitt, CPPO, CPPB Director of Purchasing



5551 S. Tom Bass Road Columbia, MO 65201 Phone: (573) 886-4391

#### **MEMORANDUM**

TO: FROM: Boone County Commission Melinda Bobbitt, CPPO, CPPB

DATE:

November 20, 2025

RE:

Cooperative Contract Award: C001057 (Sourcewell cooperative contract

092222-CMM) - Generator for Boone County Jail Fuel Station with

Cummins, Inc.

The Boone County Road & Bridge Department requests permission to utilize the Sourcewell cooperative contract 092222-CMM – Electrical Energy Power Generation Equipment with Cummins, Inc. to purchase one generator for the Jail Fuel Station. The county contract number is C001057.

Total cost of contract is \$439,000 from Department 4110 – R&B Expansion and Improvements, account 71231 – Owner Costs. \$50,000 is budgeted.

cc: Contract File

11/20/25 RQST

DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

15881	Cummins, Inc.	092	2222-CMM	
VNDR#	VENDOR NAME	N.	BID#	
Ship to Dent #:	2040 Road & Bridge - 5551 S Tom Bass Rd	Bill to Dent #:	4110	

Dept	Account	Item Description	Qty	Unit Price	Amount
4110	71231	Generator: Jail Fuel Station	1	\$39,000.00	\$39,000.0
					\$0.0
					\$0.0
		See contract for details			\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
					\$0.0
			GRAND		\$0.0 39.000.00

			\$0.00
		GRAND TOTAL:	39,000.00
of the count	the goods, services or charges above specified are neces, and have been procured in accordance with statutory by Official		solely for the benefit
Mer. Prepa	LL Boles PU pred By	Audit	or Approval

		609-2025	
Commission	Order#		

#### PURCHASE AGREEMENT FOR

#### **GENERATOR:** (1) Boone County Jail Fuel Station

THIS AGREEMENT, Contract number C001057 dated the	e 2nd e day c	December 2025 is
made between Boone County, Missouri, a political subdivision of the	State of Missouri	through the Boone County
Commission, herein "County" and Cummins Inc. herein "Vendor."		

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

- 1. Contract Documents This agreement shall consist of this Purchase Agreement for one generator for Boone County Jail Fuel Station, the Cummins, Inc. quotation dated November 14, 2025, Sourcewell cooperative contract 092222-CMM and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with proposal response may be permanently maintained in the County Purchasing Office contract file for this purchase if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Sourcewell contract 092222-CMM and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
- 2. *Purchase* The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following generators:

#### One (1) Generator: C40D6 Diesel Genset, 60Hz, 40kW

C40D6, 40Kw, 60Hz, Standby, Diesel Genset

U.S. EPA, Stationary Emergency Application

Duty Rating – Standby Power (ESP)

Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency

Listing - UL 2200

NFPA 110 Type 10 Level 1 Capable

Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor

Voltage - 120/240, 1 Phase, 3 Wire

Alternator - 60Hz, 4L, 240/120V, 1 Phase, 120C, 40C Ambient

Alternator Heater, 120 Volt AC

Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System

Enclosure Color – Green, Aluminum

Enclosure - Wind Load 180 MPH, ASCE7-10

Larger Battery Rack

Skidbase – Housing Ready

UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 48 Hour Minimum

Low Fuel Level Switch, 40%

Mechanical Fuel Gauge

Switch – Fuel Tank, Rupture Basin

Control Mounting - Right Facing

PowerCommand 1.1 Controller

Gauge – Oil Pressure

Stop Switch - Emergency

Control Display Language – English

Load Connection - Single

Circuit Breaker, Location A, 175A, 2P, 600 Volts AC, 80%, UL

Right CB - None

Engine Governor - Electronic, Isochronous

Engine Starter - 24 Volt DC Motor

Engine Air Cleaner - Normal Duty

Battery Charging Alternator

Battery Charger - 6 Amp, Regulated

Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted

Shutdown – Low Coolant Level

Extension – Coolant Drain

Engine Coolant - 50% Antifreeze, 50% Water Mixture

Coolant Heater

Extension – Oil Drain

Engine Oil

Genset Warranty - 2 Years Base

Literature - English

Packing – Skid, Poly Bag

Green Sound Level 2 Intake Baffle - Ship Loose

Enclosure Kit – Onan Green, Sound Level 2

#### One (1) OTECB, OTEC Transfer Switch-Electronic Control: 150A/225A/260A

OTEC225, Transfer Switch, PowerCommand, 225 Amp

Listing - UL 1008/CSA Certification

Application – Utility to Genset

Cabinet – Type 1

Load Phase Power Monitoring

Poles – 4 (switched neutral)

Frequency – 60 Hz

System – Single Phase, 2 or 3 Wire

Voltage – 240 Volts AC

Genset Starting Battery – 12V DC

PC40 Control

Interface - Communications Network, MODBUS RTU Module

Transfer Switch Warranty – 2 Year Comprehensive

- One (1) Remote Emergency Stop Switch
- One (1) Cummins Service Start Up & Testing
- One (1) Cummins Service Owners Training

TOTAL

\$39,000.00

3. **Delivery – Boone County Jail:** Generator delivery shall be made within 20 weeks and Automatic Transfer Switch within 13 weeks.

All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivery address listed on Purchase Order.

Contractor is responsible for delivery; County will be responsible for offloading and installation as detailed on the attached quote.

4. For Fixed Asset Tracking – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Jacob Flowers, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

- 5. Billing and Payment All billings shall be invoiced to the address listed on the Purchase Orders, and billings may only include the prices listed in the Purchase Agreement. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. 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.
- 6. *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.
- 7. **Termination** This agreement may be terminated by the County upon thirty 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.

CUMMINS INC.	BOONE COUNTY, MISSOURI By: Boone County Commission
By Corry Milam 725192883A944FB	Kip Kendrick, Presiding Commissioner
Senior Sales Representative Title	
APPROVED AS TO FORM:	ATTEST:
DocuSigned by:  7D71DEAEB9D74DD	Branna L Lunnon D267E242BFB948C
CJ Dykhouse, County Counselor	Brianna L. Lennon, County Clerk

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

Docusigned by:  Kyle Rieman  by > x  E306F2F03CE04B1	11/21/2025	6240-92700 / \$39,000.00
Signature	Date	Appropriation Account

0/0 -2025

### CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

2nd

day of December

**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 C000975 (176-123125SS) - Priority Dispatch & Support - AI Skills, ProQA, & Aqua for Joint Communications. The contract amendment is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 2<sup>nd</sup> day of December 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

# **Boone County Purchasing**

Brijanna Purdy Buyer



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

#### **MEMORANDUM**

TO:

Boone County Commission

FROM: DATE:

Brijanna Purdy, Buyer November 13, 2025

RE:

Amendment 1 to C000975 (176-123125SS) - Priority Dispatch & Support

- AI Skills, ProQA, and Aqua - Term & Supply

Purchasing requests approval for Amendment 1 to C000975 (176-123125SS) – Priority Dispatch & Support – AI Skills, ProQA, and Aqua, a Term & Supply contract for the Boone County Joint Communications Department. The original contract was established March 6th, 2025, through Commission Order 119-2025.

Amendment #1 removes the AI Skills the 5-year pricing agreement and subscription at the request of Boone County Joint Communications. The ProQA and Aqua subscriptions will still stay in effect.

There are no other changes to the contract.

/bp

cc: Christie Davis, McKinna Gorden, Stirling Williams - Joint Com.

Contract File

Commission Order: 610-2025

Datas	12.02.2025	
Date:		

## CONTRACT AMENDMENT NUMBER ONE PRIORITY DISPATCH LICENSE & SUPPORT -AI SKILLS, PROQA, and AQUA

The Agreement C000975, awarded as Sole Source 176-123125SS, dated March 6, 2025, made by and between Boone County, Missouri, and Priority Dispatch Corporation for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows: amended as follows:

- 1. **REMOVE** Paragraph 2. AI Skills 5-year renewal agreement and subscription at the request of Boone County Joint Communication.
- 2. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

original agreement shan remain	i ili iuli ioice a	nd effect.
<b>IN WITNESS WHEREOF</b> the parties, the agreement on the day and year first above v		y authorized representatives, have executed this
Medical Priority Consultants DBA Priority Dispatch	F	BOONE COUNTY, MISSOURI
By Simber Contenses	E	By: Boone County Commission
Title General Counsel & Corporate Secretary		Document by:  57400600044404
	K	Lip Kendrick, Presiding Commissioner
APPROVED AS TO FORM:	A	TTEST:
Docusijamaj tra:  TOTHEREBOTIOD	_	- Egyptatos: Brianna L Lennon - 10277231787818405
CJ Dykhouse, County Counselor	E	rianna L. Lennon, County Clerk
exists and is available to satisfy the obligati	on(s) arising fr	afficient unencumbered appropriation balance om this contract. (Note: Certification of this create a measurable county obligation at this
Right Risman by Au —EEFET HEARTHEL	11/14/2025	2701/37200 – No encumbrance required
Signature	Date	Appropriation Account

## CERTIFIED COPY OF ORDER

Q// -2025

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

**Term. 20**25

**County of Boone** 

**J** 

2nd

day of December

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 Animal Control Limited Services Agreement with the City of Hallsville. The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 2<sup>nd</sup> day of December 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Janet M. Thompson

## Animal Control – Limited Services Cooperative Agreement

THIS AGREEMENT is entered into this and day of the Leanner, 2025, by and between the County of Boone, State of Missouri through the Boone County Commission (herein "County") and the City of Hallsville, a municipal corporation within the County of Boone, State of Missouri (herein "City");

#### WITNESSETH:

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

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

WHEREAS, Hallsville Police Department desires some assistance from the animal control officials from County's jointly operated Public Health and Human Services

Department (PHHS) in the enforcement and implementation of Hallsville's ordinances, and

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

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

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

#### 1. County Agreements:

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

impoundment fees.

#### 2. City Agreements:

- A. City, by and through its police department, will administer its own animal control codes through responding to calls for service, the issuance of citations, investigation of cruelty cases, etc.
- B. For the term of this contract, October 1, 2025, through September 20, 2026, City agrees to pay County a rate of \$62.30 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. City will also be responsible for any medical expenses incurred for any animal impounded or otherwise transferred to PHHS under this agreement. However, the total reimbursement shall not exceed \$2,000.00 unless this contract is amended. The City will be reimbursing for services rendered herein and paid on a quarterly basis.
- C. City, by and through its police department, will administer its own animal control codes through the issuance of citations, investigation of cruelty cases, etc.
- 3. Term: This is a one-year contract that will not automatically renew. If the parties wish to continue services beyond September 30, 2026 they will enter into a new, written agreement.
- 4. No Assignments or Modifications: This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.
- 5. **Binding on successors:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

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

CITY OF HALLSVILLE:
By: Katu Boath ht Mayor
ATTEST:
City Clerk Tide Saple.
Approved as to form:
City Attorney
BOONE COUNTY, MISSOURI:
By: Kip Kendrick, Presiding Commissioner
ATTEST:
Brianna Lennon, County Clerk
AUDITOR ACKNOWLEDGEMENT FOR BUDGET PURPOSES:
Hyle Rieman, Boone County Auditor
Approved a to form:  C.J. Dykhouse County Counselor

#### Exhibit A

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

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

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

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

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

### **CERTIFIED COPY OF ORDER**



STATE OF MISSOURI

December Session of the October Adjourned

Term. 2025

**County of Boone** 

ea.

In the County Commission of said county, on the

2nd

day of December

**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. 5 for the \$70,512.00 Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc. for Perche Ridge Plat 1. Terms of the agreement are stipulated in the attached Extension Agreement No. 5. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 2<sup>nd</sup> day of December 2025.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane M. Thompson

#### **EXTENSION AGREEMENT NO. 5**

#### \$70,512.00 IRREVOCABLE LETTER OF CREDIT - PERCHE RIDGE PLAT NO. 1

THIS AGREEMENT, effective October 22, 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, Perche Ridge Plat No. 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 October 22, 2020, in the amount of \$70,512.00, 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 **October 22, 2025**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to October 22, 2026.

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

- 1. Commission Order #500-2020 and the Permanent Stormwater Management BMP Security Agreement dated October 29, 2020, approving infrastructure security in the form of a letter of credit in the amount of \$70,512.00, with an expiration date of October 22, 2021, is attached hereto and incorporated herein by reference.
- 2. Commission Order #361-2021 and the Extension Agreement dated August 31, 2021, approving extension of the Letter of Credit to October 22, 2022, is attached hereto and incorporated herein by reference.
- 3. Commission Order #494-2022 and the Extension Agreement No. 2 dated October 11, 2022, approving extension of the Letter of Credit to October 22, 2023, is attached hereto and incorporated herein by reference.
- 4. Commission Order #432-2023 and the Extension Agreement No. 3 dated October 22, 2023, approving extension of the Letter of Credit to October 22, 2024, is attached hereto and incorporated herein by reference.
- 5. Commission Order #443-2024 and the Extension Agreement No. 4 dated October 22, 2024, approving extension of the Letter of Credit to October 22, 2025, is attached hereto and incorporated herein by reference.
- 6. The parties mutually agree to extend the October 22, 2020 Letter of Credit such that the new expiration date will be October 22, 2026.
- 7. All other terms of the Permanent Stormwater Management BMP Security Agreement dated **October 29, 2020**, and attachments thereto shall remain unchanged and in full effect.
- 8. 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 Allacex
Printed Name: JULA COX
Title: SW-Commercial Wars
DEVELOPER/OWNER:
Fred Overton Development, Inc.
By: Dev
Printed Name: Fred Devian
Title: Dres
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