

439-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

12th

day of

September

20 24

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation recognizing September 8<sup>-14</sup>, 2024, as Direct Support Professionals Week.

Done this 12<sup>th</sup> day of September 2024.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the

12th

day of

September

20 24

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

Now on this 12th day of September 2024, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

### Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish, junk, tall grass/weeds and derelict vehicles.
4. The location of the public nuisance is as follows 7631 Zack Road, a/k/a parcel# 12-204-10-01-011.00 01, Valley Park SD Lot 1, Section 10, Township 49, Range 12 as shown by deed book 2694 page 0104, Boone County
5. The specific violation of the Code is: junk, trash and rubbish, grass/weeds in excess of 12" and derelict vehicles on premises in violation of section 6.3 and 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 20th day of December 2023 and 22 May 2024, to the property owner.
7. The above-described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above-described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

Order For Abatement Chargeable as a Special Assessment to The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above-described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

Done this 12<sup>th</sup> day of September 2024.

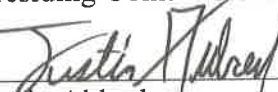
ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick

Presiding Commissioner

  
Justin Aldred

District I Commissioner

  
Janet M. Thompson

District II Commissioner

Amanda Erin Matticks

7631 Zack Rd

Department of Public Health nuisance violation-timeline of major events

Tall grass/weeds

5/20/2024: citizen complaint received

5/22/2024: initial inspection conducted Chrystal Smart

5/22/2024: notice of violation sent to owner, certified mail, return receipt requested

7/15/2024: letter returned unsigned

Note: Discussion with county commission regarding property occurred on 3/27/24, tax bill was not paid, due by 8/18/24 or tax sale would occur, process put on hold until Aug 2024

8/6/24: Received phone call from owner regarding violation and wanted to discuss dismissal of over due bill, informed owner that was not possible but to contact County Collector to discuss payment

8/18/24: partial tax bill paid

8/19/24: reinspection conducted-violation still active, photographs taken

8/20/24: contacted Voss Landscaping for estimate

8/22/24: hearing notice sent

Photographs taken 8/19/2024 ~10:00 AM

7631 Zack Road

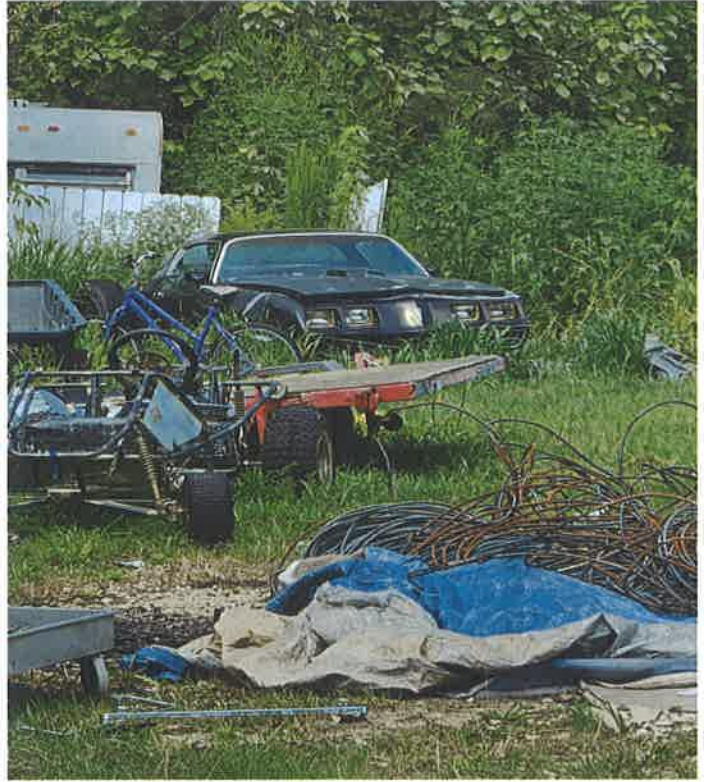
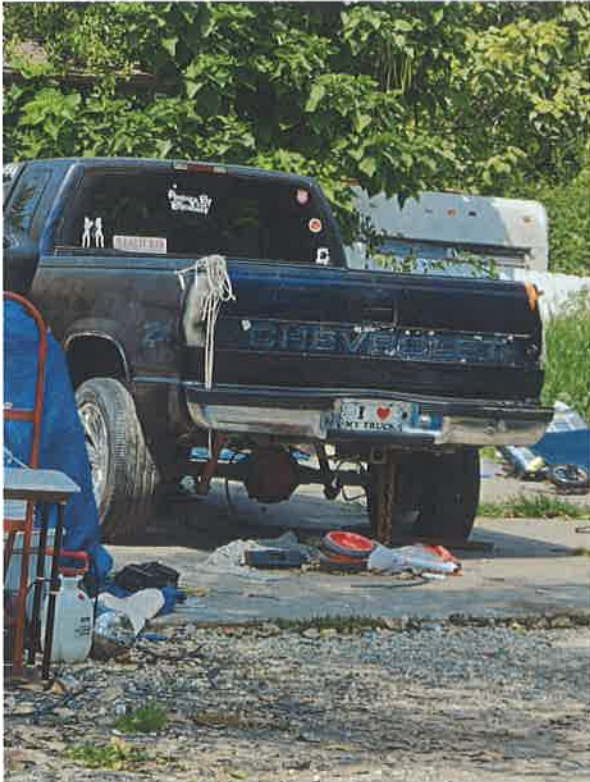
Junk/trash



Photographs taken 3/6/2023 ~2:00 PM

7631 Zack Road

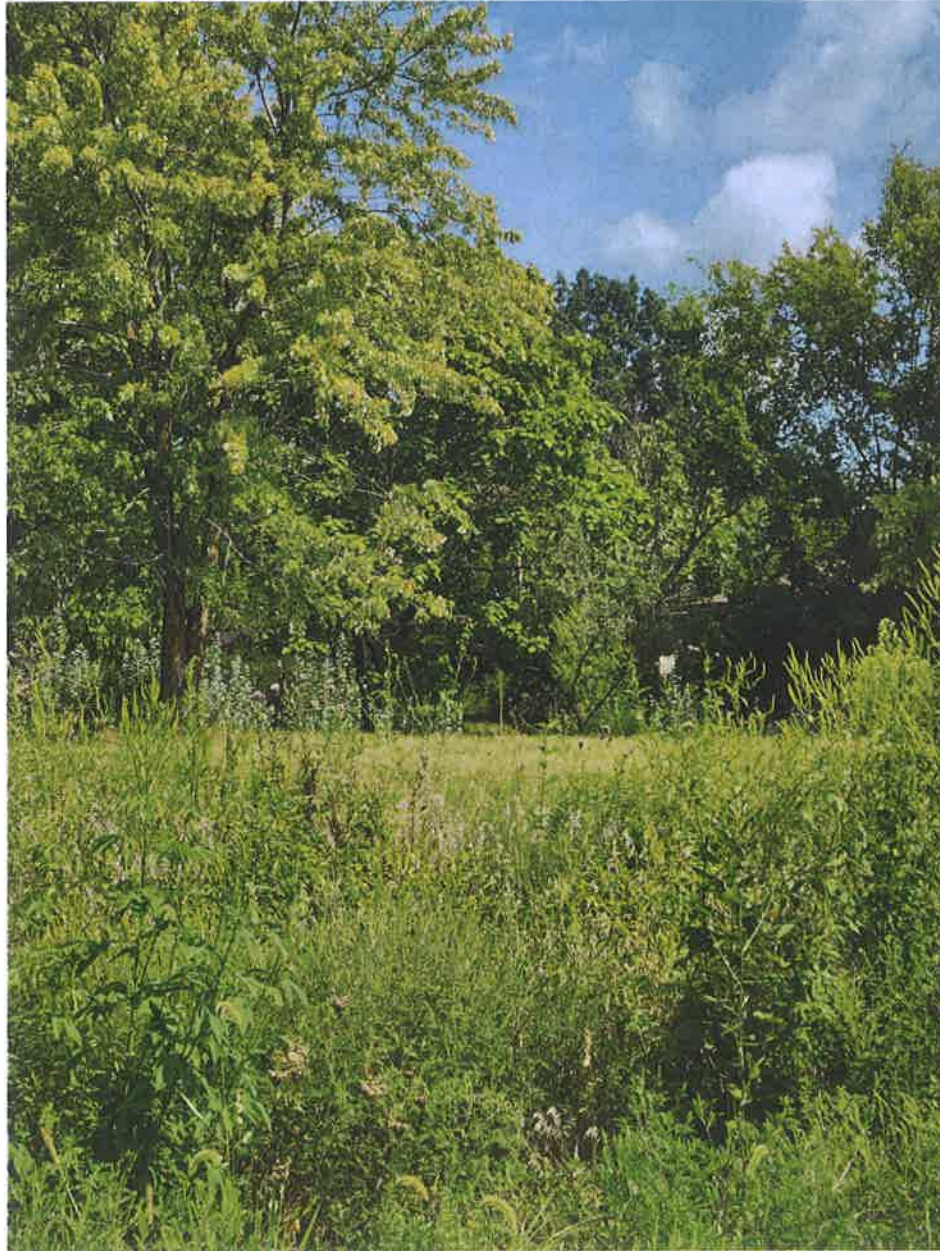
Vehicles



Photographs taken 8/19/2024 ~10:00 AM

7631 Zack Road

Tall grass/weeds



# Kenny Mohr

## Assessor

Parcel 12-204-10-01-011.00 01

Property Location 7631 N ZACK RD

City  
 Library COL BC LIBRARY (L4)  
 Road COMMON ROAD DIST (CO)  
 Fire BOONE COUNTY (F1)  
 School HALLSVILLE (R4)

Owner MATTICKS AMANDA ERIN  
 Address 7631 ZACK RD  
 Care Of  
 City, State, Zip COLUMBIA, MO 65202  
 Subdivision Plat Book/Page 0011 0310  
 Section/Township/Range 10 49 12  
 Legal Description VALLEY PARK SD  
 LOT 1  
 Lot Size .00 x .00  
 Irregular Shape  
 Deeded Acreage .00  
 Calculated Acreage 2.20  
 Deed Book/Page 2694 0104 0471 0805

### Effective Date of Value 1/1/2024

### PROPERTY DESCRIPTION

CURRENT APPRAISED		CURRENT ASSESSED	
Type	Total	Type	Total
RESIDENTIAL	127,700	RESIDENTIAL	24,263
<b>Totals</b>	<b>127,700</b>	<b>Totals</b>	<b>24,263</b>

Year Built	1979
Basement	FULL (4)
Bedrooms	4
Full Bath	2
Half Bath	0
<b>Total Rooms</b>	<b>6</b>
Attic	NONE (1)
Main Area	1,184
Finished Basement Area	192
<b>Total Square Feet</b>	<b>1,376</b>

## Boone County Assessor

Boone County Government Center  
 801 E. Walnut St., Rm 143  
 Columbia, MO 65201-7733

[assessor@boonecountyma.org](mailto:assessor@boonecountyma.org)

Office (573) 886-4270  
 Fax (573) 886-4254

Mapping (573) 886-4262  
 Personal Property (573) 886-4250  
 Real Estate (573) 886-4268





Recorded in Boone County, Missouri

Date and Time 04/01/2005 at 09:35:12 AM

Instrument # 2005007803 Book 2694 Page 104

Grantor CHISHOLM, ROBERT A

Grantee MATTICKS, AMANDA ERIN

Instrument Type WD  
Recording Fee \$27.00 S  
No of Pages 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



File Number: 214696

## GENERAL WARRANTY DEED

This Deed, Made and entered on March 31, 2005 by and between

Robert A. Chisholm and Glenna S. Chisholm, husband and wife, of the County of Boone, State of Missouri, Party or Parties of the First Part, GRANTOR, and

Amanda Erin Matticks, a single person whose mailing address is: 7631 Zack Rd., Columbia, MO, 65202 Party or Parties of Second Part, GRANTEE.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of BOONE and State of Missouri, to-wit:

Lot One (1) of Valley Park Subdivision as shown by plat thereof recorded in Plat Book 11, page 310, records of Boone County, Missouri.

Also known as: 7631 Zack Rd., Columbia, MO, 65202

Subject to building lines, conditions, restrictions, and easements, and zoning regulations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and their heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2005 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hand or hands the day and year first above written.

Robert A. Chisholm  
Robert A. Chisholm

Glenna S. Chisholm  
Glenna S. Chisholm

STATE OF MISSOURI            )  
  )ss  
COUNTY OF BOONE         )

On March 31, 2005, before me personally appeared Robert A. Chisholm and Glenna S. Chisholm, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

Suzanne L. Ayers  
Notary Public

My term expires: \_\_\_\_\_  
SUZANNE L. AYERS  
Notary Public - Notary Seal  
State of Missouri  
County of Cooper  
My Commission Expires July 28, 2007



**I-70 Towing and Recovery**

4201 I-70 Drive SE, Columbia MO 65201  
Phone: (573) 449-3336 | Fax: (573) 449-1164

Quote # 456

Created 8/21/2024

Columbia Health Department  
1005 W. Worley St.  
Columbia MO 65203

**Tow Reason** Abandoned  
**Date/Time Requested** 8/21/2024 @ 5:34 PM  
**Contact** Chrystal

**Authorized by** Columbia Health Department  
1005 W. Worley St., Columbia MO 65203  
**Tow From** 7631 Zack Rd N, Columbia, MO 65202, USA (7631 Zack Road North)  
**Tow To** 4201 I-70 Drive SE, Columbia MO 65201 (Billing Address)

**Notes** Removing 3 vehicles from a property, Chevy 1500, Saturn Aura and Pontiac Firebird

Year	Make	Model	Color	VIN	Plate	Odometer
1993	Chevrolet	1500	Black	-	-	-
2008	Saturn	Aura	White	-	-	-
1980	Pontiac	Firebird	Black	-	-	-

Charge Description	Quantity	Price	Line Total
Tow/Hook Fee	1.0000	\$85.00	\$85.00
Tow/Hook Fee	1.0000	\$85.00	\$85.00
Tow/Hook Fee	1.0000	\$85.00	\$85.00
<b>Grand Total</b>			<b>\$255.00</b>

I-70 Towing appreciates your business; if you have any questions regarding this invoice, please contact us at 573-449-3336 or email us at office@i70towing.com. Remember to send out a review on Google or Facebook!!

Signature: \_\_\_\_\_

USDOT: 3072877

VOSS Landscape & Tree Service

8501 N Hwy VV  
Columbia, MO 65202

# Estimate

Date	Estimate #
8/24/2024	3182

Name / Address	Customer Phone
Chrystal Smart Boone County Department of Public Health 1005 W. Worley Street Columbia, MO 65203	5738747382
	Customer E-mail
	chrystal.smart@como.gov;...

Project

Description	Qty	Cost	Total
Trash Cleanup @ 7631 Zack Road			
Delivery Fee	1	254.10	254.10
Laborer	4	62.97	251.88
Laborer	4	62.97	251.88
Foreman	4	95.29	381.16
Machine	4	95.29	381.16
Pull Fee to Landfill	1	254.10	254.10
Per Ton Disposal	3	82.57	247.71
Thank you for your business.		<b>Total</b>	\$2,021.99

Customer Signature \_\_\_\_\_

VOSS Landscape & Tree Service

8501 N Hwy VV  
Columbia, MO 65202

# Estimate

Date	Estimate #
8/24/2024	3183

Name / Address	Customer Phone
Chrystal Smart Boone County Department of Public Health 1005 W. Worley Street Columbia, MO 65203	5738747382
	Customer E-mail
	chrystal.smart@como.gov;...

			Project
Description	Qty	Cost	Total
Mow & Trim @ 7631 Zach Rd			
Laborer	1	62.94	62.94
Foreman	1	95.28	95.28
Mower	1	19.05	19.05
Trimmer	1	12.70	12.70
Thank you for your business.		<b>Total</b>	\$189.97

Customer Signature \_\_\_\_\_

441 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

September Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 12th day of September 20 24

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 Extension Agreement No. 1 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. 1. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 12<sup>th</sup> day of September 2024.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT NO. 1

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

THIS AGREEMENT, effective **November 1, 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.**, 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, 2024**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **November 1, 2025**.

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. The parties mutually agree to extend the **November 1, 2024** Letter of Credit such that the new expiration date will be **November 1, 2025**.
3. 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.
4. 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: \_\_\_\_\_



Printed Name: \_\_\_\_\_

**Jaime Palmer**

Title: \_\_\_\_\_

*VP Commercial Banking*

**DEVELOPER/OWNER:**

Fred Overton Development, Inc.

By: \_\_\_\_\_



Printed Name: \_\_\_\_\_

*Fred Overton*

Title: \_\_\_\_\_

*Pres*

**BOONE COUNTY:**

County Commission:

By: \_\_\_\_\_



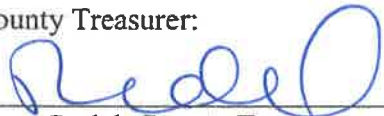
Kip Kendrick, Presiding Commissioner

Attest:



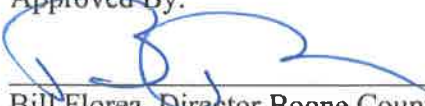
Brianna L. Lennon, County Clerk

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

*Plot 2*



442 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

September Session of the July Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 12th day of September 20 24

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 Extension Agreement No. 3 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. 3. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 12<sup>th</sup> day of September 2024.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

### EXTENSION AGREEMENT NO. 3

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

THIS AGREEMENT, effective **December 6, 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.**, 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, 2023**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **December 6, 2024**.

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. The parties mutually agree to extend the **December 6, 2024** Letter of Credit such that the new expiration date will be **December 6, 2025**.
5. 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.
6. 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: 

Printed Name: Jaime Palmer

Title: VP Commercial Lending

**DEVELOPER/OWNER:**

Fred Overton Development, Inc.

By: 

Printed Name: Fred Overton

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

Plot 1

443 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned

Term. 20 24

In the County Commission of said county, on the 12th day of September 20 24

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 Extension Agreement No. 4 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. 4. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 12<sup>th</sup> day of September 2024.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT NO. 4

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

THIS AGREEMENT, effective **October 22, 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.**, 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, 2024**; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to **October 22, 2025**.


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. The parties mutually agree to extend the **October 22, 2020** Letter of Credit such that the new expiration date will be **October 22, 2025**.
6. 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.
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: 

Printed Name: Jaime Palmer

Title: VP, Commercial Lending

**DEVELOPER/OWNER:**

Fred Overton Development, Inc.

By: 

Printed Name: Fred Overton

Title: Pres

**BOONE COUNTY:**

County Commission:

By:   
Kip Kendrick, Presiding Commissioner

Attest:

  
Brianna L. Lennon, County Clerk

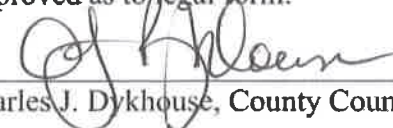
County Treasurer:

  
Jenna Redel, County Treasurer

Approved By:

  
Bill Florea, Director Boone County Resource Management

Approved as to legal form:

  
Charles J. Dykhouse, County Counselor

PR

444 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

September Session of the July Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the 12th day of September 20 24

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 for the Boone County Sheriff's Office does hereby approve the award of County Contract C000857 awarded from cooperative contract 226017-01 for Mobile Computing Solutions for Getac In-Car and Body Camera Systems, Services and Support to Upstate Wholesale Supply, Inc. dba Brite Computers of Victor, New York for the Boone County Sheriff's Office.

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

Done this 12<sup>th</sup> day of September 2024.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

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



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: August 28, 2024  
RE: Award C000857 from Co-op Contract 226017-01 for Mobile Computing Solutions for Getac Equipment and Support for the Boone County Sheriff's Office –Term & Supply

Purchasing requests approval of contract C000857 using Omnia Partners cooperative contract 226017-01 for the purchase of Getac In-Car Video Recording and Body Camera System products, services and support for the Boone County Sheriff's Office as a Term & Supply contract. The Sheriff's Office currently uses Getac brand in-car video recording and body camera systems used by officers. This contract provides a means of on-going equipment purchase needs as well as on-going service and support for current and new in-car and body camera systems.

This is considered a Term & Supply contract. Two quotes have been provided for intended purchases although it's noted that the Sheriff's Office will be making additional purchases as needed if needed. The quote for body-cameras for the Jail is \$15,002.60. The quote for in-car systems is \$50,263.00. Coding for payments is as follows:

1255 – General Fund Detention Operations/91300 – Machinery & Equipment: \$15,002.60  
1251 – General Fund – Sheriff Operations/91300 – Machinery & Equipment: \$50,263.00

/lp

c: Contract File



08/27/24

RQST  
DATE

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

16055  
VNDR #

Upstate Wholesale - Brite Computers  
VENDOR NAME


226017-01  
BID #

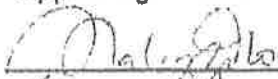
Ship to Dept #: 1255

Bill to Dept #: 1255

Dept	Account	Item Description	Qty	Unit Price	Amount
1255	91300	Boone CSO 8 BC4K Package - Jail	1	\$15,002.60	\$15,002.60
1251	91300	Boone CSO 6 BC4K 6 ICV - In-Car Systems	1	\$50,263.00	\$50,263.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					65,265.60

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

**PURCHASE AGREEMENT FOR  
MOBILE COMPUTING SOLUTIONS  
GETAC In-Car Video Recording and Body Camera System Products, Services and Support  
TERM AND SUPPLY**

**THIS AGREEMENT**, County Contract **C000857** awarded from cooperative contract **226017-01** dated the 12th day of September 2024, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County," and **Upstate Wholesale Supply, Inc. (DBA Brite Computers)**, 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 Mobile Computing Solutions through Omnia Partners cooperative contract # **226017-01** with **Upstate Wholesale Supply, Inc. (DBA Brite Computers)** as the approved reseller, the attached quotes (**Attachments One and Two**) from **Brian Denomme** on behalf of **Upstate Wholesale Supply, Inc. (DBA Brite Computers)** and Boone County Missouri Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of any conflict between any of the foregoing documents, this Purchase Agreement and Boone County, Missouri Standard Terms and Conditions shall prevail and control over the vendor's bid response.

**2. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with GETAC In-Car Video Recording and Body Camera System products, services, and support in compliance with cooperative contract **226017-01** for Mobile Computing Solutions and as shown in the quotes incorporated into the contract as **Attachment One** and **Attachment Two**. Upstate Wholesale Supply, Inc. (DBA Brite Computers) is the authorized Reseller for providing GETAC In-Car Video Recording and Body Camera products and services.

Description	Firm Price
8 – BC4K Jail (Quote #009009) Attachment One	\$15,002.60
6- GETAC ICV & BC4K 5-Year (Quote 009010) Attachment Two	\$50,263.00
<b>Grand Total:</b>	<b>\$65,265.60</b>

**3. Contract Duration** - This agreement shall commence on **September 1, 2024** and extend through **April 13, 2025** subject to the provisions for termination specified below. The contract may be renewed for three (3) additional one-year optional periods.

**4. Delivery** - Vendor agrees to deliver equipment FOB Destination with freight charges prepaid and allowed (with freight included in the price) within 30 days after receipt of order. Additional freight costs may apply for special and expedited delivery requirements. Delivery shall be to Boone County Sheriff's Department, Attn: Dave Alexander, 2121 County Drive, Columbia, MO 65201.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department, and billings may only include the prices listed within. No fees or charges other than what was included in the quote

may be charged. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice.

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. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

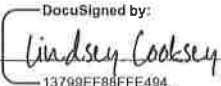
8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

9. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

**UPSTATE WHOLESALE SUPPLY, INC.  
(DBA BRITE COMPUTERS)**

by  \_\_\_\_\_  
DocuSigned by:  
13799EF88FFE494...

title Director, Public Safety Sales

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

 \_\_\_\_\_  
DocuSigned by:  
57400BED96434D4...

Presiding Commissioner

APPROVED AS TO FORM:

 \_\_\_\_\_  
DocuSigned by:  
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County Counselor

ATTEST:

 \_\_\_\_\_  
Signed by:  
D287E242BFB948C...

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.)

1255/91300: \$15,002.60; 1251/91300: \$50,263.00

DocuSigned by:  
*Kyle Rieman, by Atty*  
BE9FE1148A274E1...

8/29/2024

Signature

Date

Appropriation Account