

90-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term. 26


In the County Commission of said county, on the 13th day of February 20 25

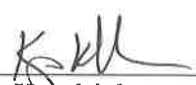
the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Maintenance Training Agreement between Boone County and Howell County Sheriff's Department. The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

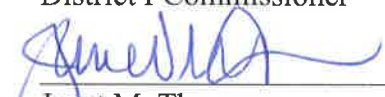
Done this 13th day of February 2025.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 13th day of February, 2025, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and the Howell County Sheriff's Office (Agency):

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

WHEREAS, BCSO can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSO's K-9 basic 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. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSO agrees to provide Agency's K-9 handler and canine basic training by and through BCSO's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSO's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **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.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Four Thousand Dollars (\$4,000.00) for the training contemplated herein, calculated at a rate of \$100.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$2,000.00, upon execution of this contract and the remaining one-half, or \$2,000.00, after twenty (20) sessions have been completed.
5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 24th day of February, 2025, and sessions will proceed consecutively, Monday –

Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$100.00 per session (with each session being approximately one, 8-hour day).

6. **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.
7. **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.
8. **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.
9. **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

By:



Printed Name:

MATT ROBERTS

Attest:



BOONE COUNTY, MISSOURI

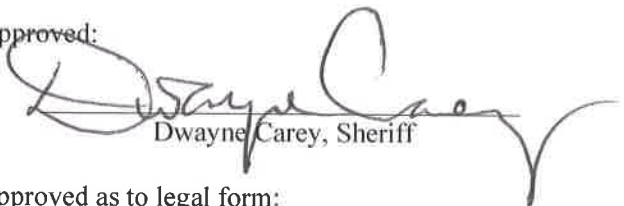
By:


_____ Kip Kendrick, Presiding Commissioner

Attest:


_____ Brianna L. Lennon, County Clerk

Approved:


_____ Dwayne Carey, Sheriff

Approved as to legal form:


_____ C.J. Dykhouse, County Counselor

Acknowledged for Budgeting Purposes:


_____ Kyle Rieman, Auditor

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the BCSO Basic Dual Purpose K-9 Training Class [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 Department, 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

Timothy Gordon 01-29-25

Printed Name of Participant

Timothy Gordon

09/1 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of January Adjourned

Term. 2025

County of Boone

In the County Commission of said county, on the 13th day of February 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 K-9 Maintenance Training Agreement between Boone County and Harrison County. The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 13th day of February 2025.

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

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 13th day of January 2025 is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Harrison County Sheriff's Office (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 16th day of December, 2024, 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:



By:


_____ Kip Kendrick, Presiding Commissioner

Printed Name:

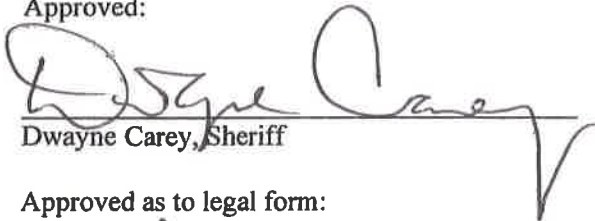
Trevor Place

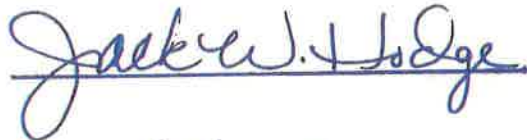
Attest:


_____ Brianna L. Lennon, County Clerk

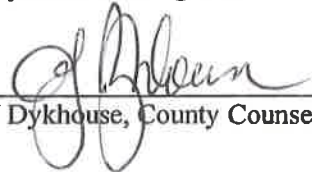
Attest:

Approved:


_____ Dwayne Carey, Sheriff



Approved as to legal form:


_____ CJ Dykhouse, County Counselor

JACK W. HODGE
PRESIDING COMMISSIONER

Acknowledged for Budgeting Purposes:


_____ Kyle Rieman, Auditor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term 25

In the County Commission of said county, on the 13th day of February 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 990, Senior Facilities Maintenance Technician, and does hereby authorize an appropriation of \$25.00 per hour for the salary of said position.

Done this 13th day of February 2025.

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

93 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term. 26

In the County Commission of said county, on the 13th day of February 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 745, Domestic Assault Court Coordinator, and does hereby authorize an appropriation of \$20.31 per hour for the salary of said position.

Done this 13th day of February 2025.

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

04 -2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term. 26

In the County Commission of said county, on the 13th day of February 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 surplus disposal list.

Done this 13th day of February 2025.

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

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/14/25

Fixed Asset Tag Number:

Description of Asset:

Black computer chair

RECEIVED

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

JAN 16 2025

Other Information (Serial number, etc.): TS38002

BOONE COUNTY
AUDITOR

Condition of Asset: used

Reason for Disposition: no longer using - making warehouse space

Location of Asset and Desired Date for Removal to Storage: Election Warehouse - 1/21/25

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 - elections

Signature BSS

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature [Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/14/25

Fixed Asset Tag Number:

Description of Asset:

Large outdoor metal vote here signs

RECEIVED

JAN 16 2025

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

BOONE COUNTY
AUDITOR

Other Information (Serial number, etc.):

Condition of Asset: well used

Reason for Disposition: no longer need - making room in Warehouse

Location of Asset and Desired Date for Removal to Storage: Election Warehouse - 1/21/25

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 - elections

Signature 

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-5836 J

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group ↓

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

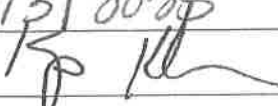
Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/14/25

Fixed Asset Tag Number: N/A

Description of Asset:

Two piece gray Computer Desk

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): W82550/182191

Condition of Asset: Well used

Reason for Disposition: No longer need - making room in Warehouse

Location of Asset and Desired Date for Removal to Storage: Election Warehouse - 1/21/25

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 - elections

Signature 

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

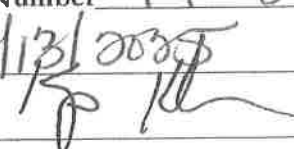
Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature 

RECEIVED

JAN 16 2025

BOONE COUNTY
AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/14/25

Fixed Asset Tag Number:

Description of Asset:

Metal Stackable Chairs (Black, Maroon, teal)

RECEIVED

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

JAN 16 2025

Other Information (Serial number, etc.):

BOONE COUNTY
AUDITOR

Condition of Asset: Used

Reason for Disposition: no longer use - making room at warehouse

Location of Asset and Desired Date for Removal to Storage: election warehouse - 1/21/25

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 - Elections

Signature 

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/14/25

Fixed Asset Tag Number:

Description of Asset:

Plastic chairs (green, brown, tan, mustard)

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

RECEIVED

JAN 16 2025

Other Information (Serial number, etc.):

BOONE COUNTY
AUDITOR

Condition of Asset: Okay

Reason for Disposition: no longer using - making room at warehouse

Location of Asset and Desired Date for Removal to Storage: Elections warehouse - 1/21/25

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.


Dept Number & Name: 1132 - elections

Signature: 

To be Completed by: AUDITOR

Original Acquisition Date: N/A

G/L Account for Proceeds: 1190-3836 J

Original Acquisition Amount: 

Original Funding Source: 

Account Group: 

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number: 94-2025

Date Approved: 2/13/2025

Signature: 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/14/25

Fixed Asset Tag Number:

Description of Asset: Large Party based Ballot Shelves

RECEIVED

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

JAN 16 2025

Other Information (Serial number, etc.): two Shelves

BOONE COUNTY
AUDITOR

Condition of Asset: Poor

Reason for Disposition: no longer using and broken. Making room in warehouse

Location of Asset and Desired Date for Removal to Storage: Election Warehouse - 1/21/25

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 - Elections

Signature B. Or

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature [Signature]

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 01/21/25

Fixed Asset Tag Number: N/A

Description of Asset: (3) Rolling Office Chairs

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

RECEIVED

Other Information (Serial number, etc.): N/A

JAN 21 2025

Condition of Asset: Bad/Old

**BOONE COUNTY
AUDITOR**

Reason for Disposition: Worn and broken. Can no longer be used.

Location of Asset and Desired Date for Removal to Storage: 2nd floor conference room in Circuit Clerk's Office.
South side of the building.

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221- Circuit Clerk

Signature Kayla Turley

To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source ✓

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 94-2025

Date Approved 8/13/2025

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 1/27/2025

Fixed Asset Tag Number: N/A

Description of Asset: Computer Chair

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Used - Fair

Reason for Disposition: Replaced with new chair

Location of Asset and Desired Date for Removal to Storage: Auditor's Office

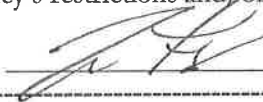
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1110 - Auditor

Signature



To be Completed by: AUDITOR

Original Acquisition Date N/A

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature 

RECEIVED

JAN 27 2025

BOONE COUNTY
AUDITOR

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 11/25/2024

Fixed Asset Tag Number: 3462

Description of Asset: 4 Drawer File Cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): NA

Condition of Asset: Fair

Reason for Disposition: Item no longer needed

Location of Asset and Desired Date for Removal to Storage: NA

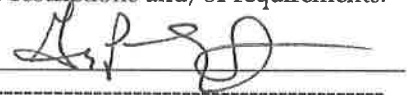
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature _____



To be Completed by: AUDITOR

Original Acquisition Date <1000

G/L Account for Proceeds 1190-3836

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____



To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

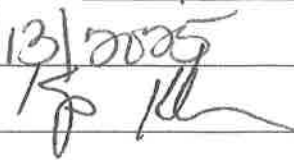
_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature _____



BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/25/2024

Fixed Asset Tag Number: 14242

Description of Asset: Rolling 3 drawer metal cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): NA

Condition of Asset: Fair

Reason for Disposition: Item no longer needed

Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date <1000

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature [Handwritten Signature]

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/25/2024

Fixed Asset Tag Number: 4067

Description of Asset: 2 Shelf Bookcase wood

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): NA

Condition of Asset: Fair

Reason for Disposition: Item no longer needed

Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature 

To be Completed by: AUDITOR

Original Acquisition Date <1000

G/L Account for Proceeds 1190-3836

Original Acquisition Amount ✓

Original Funding Source ✓

Account Group

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

 Transfer Department Name Number

Location within Department

Individual

 Trade Auction Sealed Bids

 Other Explain

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/25/2024

Fixed Asset Tag Number: 10807

Description of Asset: Oak Table

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): NA

Condition of Asset: Fair

Reason for Disposition: Item no longer needed

Location of Asset and Desired Date for Removal to Storage: NA

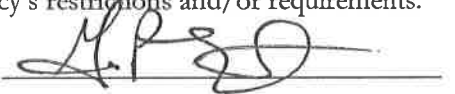
Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature



To be Completed by: AUDITOR

Original Acquisition Date <1000

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature 

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/31/2025

Fixed Asset Tag Number: 08390

Description of Asset: 4 Drawer Metal Filing Cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good/Used

Reason for Disposition: No longer use.

Location of Asset and Desired Date for Removal to Storage: Traffic/Accounting Department. Located behind the room divider by the front counter.

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 - Circuit Clerk's Office

Signature Kayla - [Signature]

To be Completed by: AUDITOR

Original Acquisition Date <1000

G/L Account for Proceeds 1190-3836 F

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 94-2025

Date Approved [Signature] [Signature] 2/13/2025

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/31/2025

Fixed Asset Tag Number: 08244

Description of Asset: 4 Drawer Metal Filing Cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good/Used

Reason for Disposition: No longer use.

Location of Asset and Desired Date for Removal to Storage: Traffic/Accounting Department. Located behind the room divider by the front counter.

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 - Circuit Clerk's Office

Signature Kayla & Tully

To be Completed by: AUDITOR

Original Acquisition Date <1000

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount ↓

Original Funding Source ↓

Account Group ↓

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 947 2025

Date Approved [Signature] 2/13/2025

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/31/2025

Fixed Asset Tag Number: 10291

Description of Asset: 5 Drawer Metal Filing Cabinet

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: Good/Used

Reason for Disposition: No longer use.

Location of Asset and Desired Date for Removal to Storage: Traffic/Accounting Department. Located behind the room divider by the front counter.

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1221 - Circuit Clerk's Office

Signature Kaylee Truitt

To be Completed by: AUDITOR

Original Acquisition Date < 1000

G/L Account for Proceeds 1190-3836 J

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 947 2025

Date Approved 2/13/2025

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 1-31-2025

Fixed Asset Tag Number: 14087

Description of Asset: 2003 wells cargo trailer

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): 1WC200G2531104995

Condition of Asset: poor - fair

Reason for Disposition: age of unit, cost of upkeep, replace with more useful equipment

Location of Asset and Desired Date for Removal to Storage: R&B Tom Bass (Ready for disposal)

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature 

To be Completed by: AUDITOR

Original Acquisition Date 5/16/03

G/L Account for Proceeds 2040-3835 J

Original Acquisition Amount 5,129.00

Original Funding Source 2741

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature 

RECEIVED
FEB 05 2025
BOONE COUNTY
AUDITOR

BOONE COUNTY
Request for Disposal/Transfer of County Property
Complete, sign, and return to Auditor's Office

Date: 2/4/2025

Fixed Asset Tag Number: 9294

Description of Asset: John Deere 425 Lawn Tractor

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.): Serial #035195, 20HP 54" cut

Condition of Asset: Fair

Reason for Disposition: 30 years old. Purchased in 1994

Location of Asset and Desired Date for Removal to Storage: Continue to use until new tractor is purchased and received. Grounds will deliver to Purchasing for disposal when new tractor arrives.

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 6104 Grounds

Signature J Moore

To be Completed by: AUDITOR

Original Acquisition Date 5/4/95

G/L Account for Proceeds 6100-3835 5

Original Acquisition Amount 9,385.00

Original Funding Source 2784

Account Group 1604

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

Trade Auction Sealed Bids

Other Explain _____

Commission Order Number 94-2025

Date Approved 2/13/2025

Signature [Signature]

RECEIVED

FEB 05 2025

BOONE COUNTY
AUDITOR

95-2025

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term: 20²⁵

In the County Commission of said county, on the 13th day of February 20²⁵

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

Now on this day the County Commission of the County of Boone does hereby approve a Contract Amendment with Superior, LLC, n/k/a CentralSquare Technologies, LLC for ERP System. The terms of the contract amendment are set out in the attached contract amendment and the Presiding Commissioner is authorized to sign the same.

Done this 13th day of February 2025.

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

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB, CPPO
DATE: November 15, 2024
RE: Amendment #13 to Contract C000016 (bid # 03-13APR17) - ERP System Selection Project

Contract C000016 (bid #03-13APR17) - ERP System Selection Project was approved by commission for award to Superion, LLC, n/k/a CentralSquare Technologies, LLC on July 25, 2019, commission order 308-2019.

Amendment #13 is to purchase the following:

One (1) CS University license for \$350 for the period February 16, 2025 through February 15, 2026 for department 1115 – HR & Risk Management Operations, account 37200 – Registration. \$350 is budgeted for 2025.

cc: Angela Wehmeyer, HR; Julia Lutz, Kari Hoehne, Victoria Walter - IT
Contract File

01/13/25

RQST
DATE

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

4861

VNDR #

Central Square (Superior)

VENDOR NAME

03-13APR17

BID #

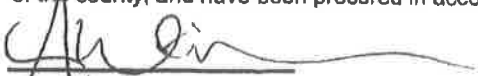
Ship to Dept #:

Bill to Dept #:

Dept	Account	Item Description	Qty	Unit Price	Amount
1115	37200	CS University License	1	\$350.00	\$350.00
		For 02/16/25 - 2/15/26			\$0.00
					\$0.00
					\$0.00
					\$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
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 350.00

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

Commission Order #: 95-2025

Date: 02.13.2025

**CONTRACT AMENDMENT NUMBER 13
ERP SYSTEM SELECTION PROJECT**

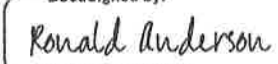
The Purchase Agreement for ERP System Selection Project (the "Agreement") C000016 (03-13APR17) dated the 25th day of July 2019 made by and between Boone County, Missouri and **Superion, LLC, n/d/a CentralSquare Technologies, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


- I. Provide one (1) CS University license for \$350 for the period February 16, 2025 through February 15, 2026.

Except as specifically amended hereunder, all other terms, conditions, provisions and prices 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.

SUPERION, LLC **BOONE COUNTY, MISSOURI**
n/d/a **CENTRALSQUARE TECHNOLOGIES, LLC** by: Boone County Commission

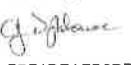
DocuSigned by:

 by _____
 title Chief Revenue Officer

DocuSigned by:


 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:


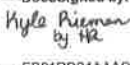
 CJ Dykhous, County Counselor

Signed by:


 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.)

DocuSigned by:


 EB91DB24AAAC49D...

2/7/2025

1115-37200 / \$350.00

Signature

Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term. 26

In the County Commission of said county, on the 13th day of February 20 25


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

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000683 awarded from Sole Source 173-123123SS with Geosyntec Consultants of Jefferson City, Missouri for the Chloride Study Related to the Macroinvertebrate Data Mining Study for Hinkson Creek for the Boone County Resource Management Department.

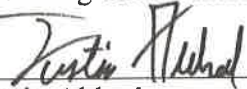
The contract is set-out in the attached and the Presiding Commission is authorized to sign the same.


Done this 13th day of February 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 Purchasing

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



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: February 06, 2025
RE: Amendment #1 to Contract C000683 from Sole Source 173-123123SS for the Chloride Study Related to the Macroinvertebrate Data Mining Study of Hinkson Creek for the Boone County Resource Management Department

Purchasing requests approval for Amendment #1 to contract C000683 awarded from County Sole Source 173-123123SS for the Chloride Study Related to the Macroinvertebrate Data Mining Study of Hinkson Creek for the Boone County Resource Management Department. The original contract was established October 31, 2023 through Commission Order 495-2023.

Amendment #1 adds more tasks and analysis with reporting to the on-going study of Hinkson Creek. Additional tasks require extending the contract period through November 30, 2026, i.e., beyond the original end-date of October 25, 2026.

Additional tasks add \$89,650.00 to the contract originally priced at \$124,500.00. The County will pay the total for the additional tasks but will be reimbursed in part by the City of Columbia and the University of Missouri.

Payment will reference this coding:

- 1725 – General Fund Resource Management Stormwater Planning/71100 – Outsourced Services: \$89,565.00

/lp

c: Contract File

**CONTRACT AMENDMENT NUMBER ONE
CHLORIDE STUDY RELATED TO THE MACROINVERTEBRATE DATA MINING
STUDY OF HINKSON CREEK**

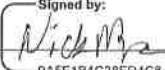
The Purchase Agreement, County Contract **C000683**, awarded from County Sole Source number **173-123123SS** awarded October 31, 2023 made by and between Boone County, Missouri and **Geosyntec Consultants, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- ADD** the attached "Proposal for Additional Hinkson Creek Surface Water Monitoring, Sampling, and Chloride Regression Model Development," titled **Amendment #1 – Attachment One**, and incorporated into the contract by reference. The total price for additional tasks shall be as quoted in Attachment One, Table 2: Summary of Estimated Project Costs Based on Task 2 Options: \$89,565.00.
- The Contract Period shall be extended through **November 30, 2026**.
- Except as specifically amended hereunder, all other terms, conditions, provisions and prices 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.

GEOSYNTEC CONSULTANTS, INC.

BOONE COUNTY, MISSOURI

By 
Title Principal

By: Boone County Commission

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:



County Counselor


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.)

1725/71100: \$89,565.00

	2/7/2025	
Signature	Date	Appropriation Account

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash, Rm 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Resource Management – Stormwater Administration
Person Requesting	Bill Florea
Date Requested	September 21, 2023
Contact Phone Number	573-886-4480

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: [Signature] 10-19-23
Signature Date

SOLE SOURCE NUMBER: 173-123123SS
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] 2/13/25
Signature Date

Coverage Date: 11/01/2023 through 10/31/2026 One Time Purchase (check)

Vendor Name	Geosyntec Consultants Inc
Vendor Address	900 Broken Sound Pkwy, Suite NW 200 Boca Raton, FL 33487
Vendor Phone and Fax	Local phone 573-443-4100; fac 573-443-4140; website: www.geosyntec.com
Product Description	Water quality testing and reporting
Estimated Cost	\$124,500
Department/Account #s) / Amt. Budgeted	CAM project 1/3 of cost to the County and 2/3 reimbursed by City of Columbia and University of Missouri

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.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor - N/A
 - Equipment or materials must be compatible with existing Equipment

This new study assigned to Geosyntec is a result of the findings from the 2019 Environmental Analysis Study: Hinkson Creek Macroinvertebrate Data Mining Project performed by Geosyntec Consultants, Inc. It is most feasible for the County to assign this additional, related study to Geosyntec and consider this as a Single Feasible or Sole Source.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of January Adjourned

Term. 26


In the County Commission of said county, on the 13th day of February 20 25

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

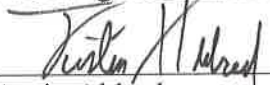
Now on this day, the County Commission of the County of Boone does hereby approve the attached Development Agreement and Performance Bond between Boone County and KW COU, LLC for road and drainage infrastructure for Enterprise Subdivision Plat 1. Terms of the agreement are stipulated in the attached Development Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 13th day of February 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

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is effective this 13th day of January, 2025, by and between KW COU, LLC, an Arizona Limited Liability Company, ("Developer"), and the County of Boone, a Missouri political subdivision, (the "County"). The Developer and the County may be referred to herein as the "Parties".

WHEREAS, Developer wishes to develop certain real estate within a subdivision known as Enterprise Subdivision Plat No. 1 ("Development"), under Boone County's zoning and subdivision regulations; and

WHEREAS, County has approved construction plans for the Development prepared by Crockett Engineering Consultants, LLC and dated January 22, 2025 (the "Approved Plans") for planned infrastructure improvements (the "Improvements"); and

WHEREAS, it is intention of the parties for the Developer to provide a corporate surety bond benefitting County in order to secure these required infrastructure installations under its subdivision regulations, specifically Section 1.7.5, and the authority granted in RSMo Sec. 64.825, to facilitate the approval of Developer's final plat; and

WHEREAS, Developer understands that County will not be in a position to issue Occupancy Permits under its Building Code regulations for any of the properties subject to the Agreement until the Improvements are completed and accepted by the County.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1. Installation of Improvements. Developer agrees to install the Improvements as shown on the Approved Plans.
2. Time for Completion. Developer agrees to complete the above-described improvements no later than December 31, 2025.

3. Security for Performance. To secure Developer's performance of its obligations under this Agreement, Developer agrees to provide County with security in the amount of **One Million Five Hundred Twelve Thousand Eight Hundred Twenty-three and 93/100 Dollars (\$1,512,823.93)** which County may use to apply for completion of the Improvements in the event Developer fails to complete Improvements within the time and manner required by County under its regulations. The security shall be provided to County as a condition precedent to the effectiveness of the Agreement in the following form: **A corporate surety bond issued to County of Boone, Missouri.**

4. Use of Security. The Developer authorizes County to use, redeem, or otherwise obtain payment from the security described above for purposes of completing the Improvements required by Developer under this Agreement in the event that such Improvements are not completed within the time provided for in this Agreement, or any extension thereof granted by County in its discretion, or in the event such Improvements are not completed in accordance with all applicable regulatory requirements. Developer authorizes County to draw on the security without further authorization or signature required from Developer.

5. Additional Sums Due. In the event that the security provided herein is insufficient to complete the required Improvements as determined by the County in its commercially reasonable discretion, Developer will, upon demand from County, accompanied with a detailed itemization of requested additional sums, deposit with County such additional monies which, in the commercially reasonable opinion of County, are required to complete the necessary Improvements. In the event that Developer does not deposit required additional monies within ten (10) days the Developer shall be deemed in default of this Agreement.

6. Remedies Cumulative. Exercise or waiver by 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 attorney's fees, in enforcement of Developer's obligations under this Agreement.

7. Occupancy Permits. Developer understands and agrees that County will not issue occupancy permits under its Building Code until the Improvements are completed and accepted by the County.

8. General Terms.

a. Other laws: This Agreement will not affect Developer's obligations under, or the operation of, any Boone County regulations or other law, including future changes, which will all remain in full effect.

b. Non-appropriation: Notwithstanding any provision in this Agreement, any County obligation under this Development Agreement that requires County to expend fund is conditioned upon there being a sufficient, unencumbered fund balance appropriated for that purpose during the County's then-current fiscal year.

c. Survival of Agreement upon annexation: This Agreement will survive the Development's annexation by any Missouri political subdivision. In the event of an annexation of the entire Development, the Parties may, however, amend this Agreement.

d. Agreement to be recorded: This Agreement and any notices relating to it will be recorded in the Records of Boone County, Missouri, will run with the land, and will be binding upon and inure to the benefit of the Parties and their successors and assigns.

e. Authority of signatories: Each person signing this Agreement on behalf of either of the Parties represents that he or she has been duly authorized and empowered, by order, ordinance, or otherwise, to execute this Agreement and that all necessary action on behalf of that party to effectuate that authorization has been taken and done.

f. Amendments: The Parties may amend or modify this Agreement only by written instrument duly executed by the Parties.

g. Severability: If a court hold any part, term, or provision of this Agreement to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.

h. Governing law: The laws of the State of Missouri shall govern this Agreement, and all actions to enforce this Agreement shall be filed in the Circuit Court of Boone County, Missouri.

i. Completed agreement: All negotiations, considerations, representations, and understandings between the Parties are incorporated herein as the full and complete agreement of the Parties.

j. Notice of default: Subject to the term and termination provisions below, no party may declare a default of this Agreement until it gives written notice to the other party, and the defaulting party does not cure or start to cure the default within thirty (30) days after receiving that notice. If the defaulting party has started, and diligently proceeds, to cure the default, even if that cure extends beyond the above thirty (30) days, then the non-defaulting party will not bring legal action until the defaulting party fails to diligently complete that cure.

k. Waiver: No waiver of any provision of this Agreement will constitute a waiver or any other provision, nor constitute a continuing waiver, nor be a waiver or any subsequent default or defaults unless provided for by a written amendment to this Agreement signed by the Parties.

l. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

m. No Third-Party Rights: No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

n. Immunity: Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any application law.

o. Notice: Any notice, demand, request, or other communication which may or shall be given or served by the Parties shall be deemed to have been given or served on the date it is either deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid; or sent by facsimile transmission; or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

- i. If to the County:
Boone County Resource Management
Attn: Bill Florea, Director
801 E. Walnut, Room 315
Columbia, MO 65201

- ii. If to the Developer:
KW COU, LLC
Attn: Kevin Kiernan
2525 E. Broadway Blvd., Suite 201
Tucson, AZ 85716
(619) 517-3525

[The Balance of this Page is Intentionally Blank. Signatures Follow.]

IN WITNESS WHEREOF, the Parties hereby accept the terms of this Development Agreement as of the date first set forth above.

THE COUNTY OF BOONE

By:

Kip Kendrick
Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna Lennon
Brianna Lennon, Boone County Clerk

Approved:

Bill Florea
Bill Florea, County Resource Management Director

Approved as to legal form:

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

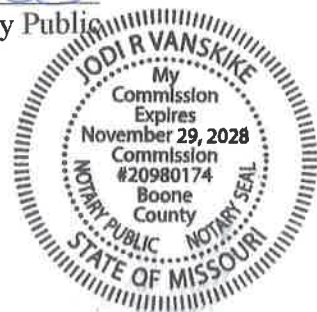
STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 13th day of February, 2025, before me personally appeared Kip Kendrick, as Presiding Commissioner of the Boone County Commission, to me known to be the person described in and who executed the foregoing instrument on behalf of Boone County, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, this 13th day of February, 2025.

Jodi R Vanskike
Notary Public

My commission expires: 11.29.2028



DEVELOPER:

Kevin Kiernan

By: Kevin Kiernan, Manager
KW COU, LLC

STATE OF Hawaii)
) ss
COUNTY OF Maui)

On this 3rd day of February, 2025, before me personally appeared Kevin M. Kiernan, as Manager to me known to be the person described in and who executed the foregoing instrument on behalf of KW COU, LLC, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kaunakakai, Hawaii, this 3rd day of February, 2025.

My commission expires: 12/22/2027 C. Tancayo
Christine Tancayo, Notary Public



NOTARY PUBLIC CERTIFICATION
Christine ~~McClellan~~ Tancayo Second Judicial Circuit
Doc. Description: Development Agreement
No. of Pages: 1 Date of Doc. 2/13/2025
Tancayo 2/13/2025
Notary Signature Date



PERFORMANCE BOND Bond No. 674224932

KNOW ALL PERSONS BY THESE PRESENT, that we,

Poettker Construction Company

400 S. Germantown Road, Breese, IL 62230

as Principal, hereinafter called Developer, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

a Corporation, organized under the laws of the State of Massachusetts
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Boone County, in the amount of **One Million Five Hundred Twelve Thousand Eight Hundred Twenty-three and 93/100 Dollars (\$1,512,823.93)**, for the payment whereof Developer and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, owner/developer has requested acceptance of new roadway and drainage improvements for County maintenance from Boone County for the development project known as **Enterprise Subdivision Plat No. 1**.

and, as a condition of said acceptance request, Developer has agreed to comply with the terms of the filed Construction Plans by **Crocket Engineering Consultants, LLC** that were reviewed for compliance and authorized to proceed by Boone County on **January 22, 2025**, and the provisions of the Boone County, Missouri Roadway Regulations Chapter II Road, Bridge & Right Of Way Regulations, hereinafter referred to as the Roadway Regulations, both of which are by reference made a part hereof.

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

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

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

- 1) Complete the work required by the applicable Roadway Regulations in accordance with their terms and conditions, or
- 2) Obtain a bid for submission to Boone County for completing the work required by the Roadway Regulations in accordance with its terms and conditions, and upon determination by Boone County and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Boone County, and make available as work progresses sufficient funds to pay the cost of completion, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the Boone County Commission approves an Order accepting the roads within **Enterprise Subdivision Plat No. 1** for County maintenance.

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

IN TESTIMONY WHEREOF, the Developer has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at 13075 Manchester Road, Suite #325, St. Louis, MO 63131 on this 30th day of January, 20 25.

Poettker Construction Company

(Developer)

(SEAL)

BY:



Ryan Poettker
President

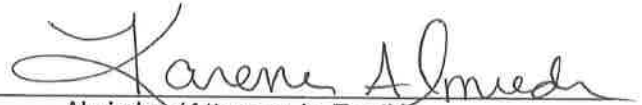
TITLE:

Liberty Mutual Insurance Company

(Surety Company)

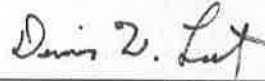
(SEAL)

BY:



Karena Almieda, (Attorney-in-Fact)

BY:



Dennis W. Lutz, (Missouri Representative)

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

Surety Contact Name: Ricardo Westfall

Phone Number: (314) 543-4624

Address: 1610 Des Peres Rd., Suite #204

St. Louis, MO 63131



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

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

Certificate No: 8212284 - 285107

POWER OF ATTORNEY

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

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

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



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]

Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of January, 2025.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

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

bond and/or Power of Attorney (POA) verification lines, please call 610-832-8240 or email