

24-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned

Term. 2023


In the County Commission of said county, on the 17th day of January 20 23

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


Now on this day, the County Commission of the County of Boone does hereby accept the attached certification by the Boone County Clerk regarding the election of Hospital Trustees of Boone County. Pursuant to the provisions of 115.124.1 RSMo., No election shall be held for such office and the candidate, Greg Steinhoff, shall assume the duties of their office at the same time and in the same manner as if they had been elected at the April 4, 2023 election. It is further ordered the Boone County Commissioners are hereby authorized to sign the Commission Order for Greg Steinhoff to serve as a Hospital Trustee of Boone County for a five-year term.


Done this 17th day of January 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



**BRIANNA L. LENNON**  
**BOONE COUNTY CLERK**  
801 E. WALNUT ST, ROOM  
236  
COLUMBIA, MISSOURI 65201  
TELEPHONE (573) 886-4295  
FAX (573) 886-4300

December 27, 2022

I, Brianna L. Lennon, County Clerk and Election Authority in and for the County of Boone hereby certify that at the close of filing for Hospital Trustee of Boone County, five year term, at 5:00 p.m. on December 27, 2022 the number of candidates filed for the position equals the number of positions to be elected. I further certify that the notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district. Pursuant to the provisions of 115.124.1 RSMo. no election shall be held for such office and the candidate, Greg Steinhoff, shall assume the duties of their office at the same time and in the same manner as if they had been elected at the April 4, 2023 election.

Given under my hand and seal this 24th day of January, 2023.

A handwritten signature in blue ink, appearing to read "Brianna L. Lennon", is written over a horizontal line.

Brianna L. Lennon  
Boone County Clerk

(seal)

25-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

January Session of the January Adjourned


Term. 2023

In the County Commission of said county, on the 17th day of January 20 23

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

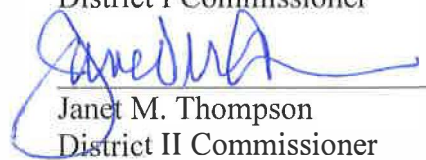
Now on this day, the County Commission of the County of Boone does hereby accept the attached certification by the Boone County Clerk regarding the election of Commissioner of the Centralia Special Road District. Pursuant to the provisions of 115.124.1 RSMo., No election shall be held for such office and the candidate, Andrew Stanton, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 4, 2023 election. It is further ordered the Boone County Commissioners are hereby authorized to sign the Commission Order for Andrew Stanton to serve as Commissioner of Centralia Special Road District for a three-year term.

Done this 17th day of January 2023.

ATTEST:  
  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



**BRIANNA L. LENNON**  
**BOONE COUNTY CLERK**  
801 E. WALNUT ST,  
ROOM 236  
COLUMBIA, MISSOURI 65201  
TELEPHONE (573) 886-4295  
FAX (573) 886-4300

December 27, 2022

I, Brianna L. Lennon, County Clerk and Election Authority in and for the County of Boone hereby certify that at the close of filing for Commissioner of Centralia Special Road District of Boone County at 5:00 p.m. on December 27, 2022 the number of candidates filed for the position equals the number of positions to be elected. I further certify that the notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Andrew Stanton, shall assume the duties of their office at the same time and in the same manner as if they had been elected at the April 4, 2023 election.

Given under my hand and seal this 24th day of January, 2023.

A handwritten signature in blue ink, appearing to read "Brianna L. Lennon", is written over a horizontal line.

Brianna L. Lennon  
Boone County Clerk

(seal)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term. 2023

County of Boone

In the County Commission of said county, on the 17th day of January 20 23

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

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

Done this 17th day of January 2023.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Kip Kendrick  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT

THIS AGREEMENT, effective December 26, 2022, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, the Perche Ridge Subdivision, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 26, 2019, in the amount of \$136,796.00 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 26, 2022; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 26, 2023.

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

1. The Central Bank Letter of Credit dated December 26, 2019, in the amount of \$62,926.16, with an expiration date of December 26, 2022, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 26, 2019 Letter of Credit such that the new expiration date will be December 26, 2023.
3. All other terms of the Letter of Credit 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.

**CENTRAL BANK OF BOONE COUNTY:**


By:   
\_\_\_\_\_  
Jaime Palmer, Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:   
\_\_\_\_\_  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:  
  
\_\_\_\_\_  
Bill Florea, Director Resource Management

County Commission:  
  
\_\_\_\_\_  
Dan Atwill, Presiding Commissioner  
Kip Kendrick

Attest:  
  
\_\_\_\_\_  
Brianna L. Lennon, County Clerk

County Treasurer:  
  
\_\_\_\_\_  
~~Dustin Stanton~~, County Treasurer  
Jenna Redel

Approved as to form:  
  
\_\_\_\_\_  
Charles J. Dykhouse, County Counselor

**AMENDMENT #1 TO  
IRREVOCABLE LETTER OF CREDIT NO. 0126516-0399**

December 23, 2022

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

Dear Bill,

In conjunction with an Extension Agreement dated October 1, 2021, The Central Trust Bank d/b/a Central Bank of Boone County thereby amended and extended its Letter of Credit #0126516-0399 for the Ravenwood development.

Effective with this amendment,

- **The value of Letter of Credit #0126516-0399 was reduced to Sixty-Two Thousand Nine Hundred Twenty-Six Dollars and sixteen cents (\$62,926.16), and**
- **The maturity date of Letter of Credit #0126516-0399 was extended to December 26, 2022.**

There were no further modifications at that time.

If you have other questions or would like further clarification, please let me know.

Best Regards,

Jaime Palmer  
VP, Commercial Banking  
The Central Trust Bank  
d/b/a Central Bank of Boone County  
[jaime.palmer@centralbank.net](mailto:jaime.palmer@centralbank.net)  
573.817.8968



398-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}  
} cr.

September Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

16th

day of September

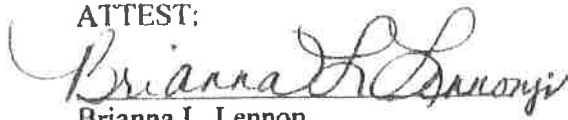
20 21

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


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

Done this 16<sup>th</sup> day of September 2021.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT

THIS AGREEMENT, effective October 1, 2021, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, the Perche Ridge Subdivision, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 26, 2019, in the amount of \$136,796.00 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 26, 2020; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 26, 2022.

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

1. The Central Bank Letter of Credit dated December 26, 2019, in the amount of \$136,796.00, with an expiration date of December 26, 2020, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 26, 2019 Letter of Credit such that the new expiration date will be December 26, 2022.
3. The parties mutually agree to reduce the amount of the December 26, 2019 Letter of Credit from \$136,796.00 to \$62,926.16 in conjunction with the contemplated extension.
4. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

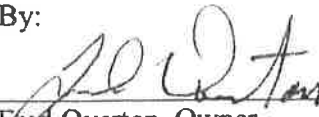
**CENTRAL BANK OF BOONE COUNTY:**

By:

  
Dawn Shellabarger, Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:

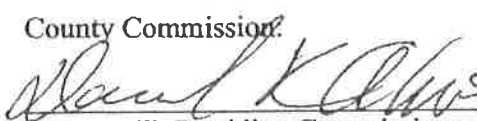
  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:

  
Bill Florea, Director Resource Management

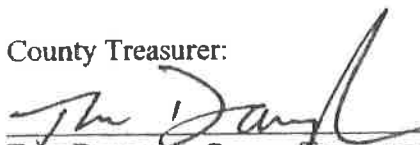
County Commission:

  
Dan Atwill, Presiding Commissioner

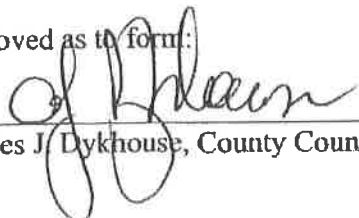
Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Tom Darrough, County Treasurer

Approved as to form:

  
Charles J. Dykhouse, County Counselor



# Boone County Resource Management

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

BILL FLOREA, DIRECTOR

PLANNING -- INSPECTIONS -- ENGINEERING

September 1, 2021

Central Bank of Boone County  
8<sup>th</sup> & Broadway  
Box 678  
Columbia, MO 65205  
Attention: Dawn Shellabarger, Vice President

Re: Bank Letter of Credit No.: 0125616-0399  
Dated: December 24, 2019  
In Favor of Boone County, Missouri on behalf of Fred Overton  
Development, Inc.

Ladies & Gentlemen:

This certificate authorizes reduction in the amount of \$73,869.84 of the  
above letter of credit. The remaining maximum available credit for this letter  
of credit is \$62,926.16.


BOONE COUNTY, MISSOURI

By   
Dan Atwill, Presiding Commissioner

APPROVED BY:

  
Bill Florea, Director, Resource Management

Attest:

  
Brianna L. Lennon, Boone County Clerk

01/14-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

14th

day of

January

2020


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 Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between Boone County and Fred Overton Development, Inc.

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

Done this 14th day of January 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: December 20, 2019

Developer/Owner Name: Fred Overton Development Inc.  
Address: 2712 Chapel Wood View  
Columbia, MO 65201

Development: Perche Ridge Plat 1

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Perche Ridge Plat 1. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on October 18, 2019.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 10<sup>th</sup> day of December 2019, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$136,796.00, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

5. **Use of Security** -- The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 10, 2019, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 10, 2019, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** -- In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** -- Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** -- Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** -- This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

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

ACKNOWLEDGED AND AGREED TO:

Developer/Owner:

By: Fred Werton Dev by Fred Werton

Printed Name: Fred Werton

Title: owner

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Stan Shawver  
Stan Shawver, Director Resource Management

County Commission:

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

Attest:

Brianna L. Lennon  
Brianna L. Lennon, Boone County Clerk

County Treasurer

Tom Darrough  
Tom Darrough, County Treasurer

Approved as to form:

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





IRREVOCABLE LETTER OF CREDIT  
NO. 0126516-0399  
DATE: December 24, 2019

Amount: \$136,796.00

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

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **Central Bank of Boone County** for the account of Fred Overton Development, Inc., up to an aggregate amount of \$136,796.00 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Central Bank of Boone County** Letter of Credit #0126516-0399 Dated 12/26/19."

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

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 26, 2020, provided further that upon such expiration, either at December 26, 2020, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

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

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

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

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

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

Sincerely yours,

By:   
Dawn Shellabarger, Vice President

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

Boone County, Missouri letterhead

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

Central Bank of Boone County  
 720 E. Broadway  
 Columbia, MO 65201  
 Attention: Dawn Shellabarger, Vice President

Re: Central Bank of Boone County Letter of Credit No.: 0126516-0399  
 Dated: 12/26/19  
 In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen: \_\_\_\_\_

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Central Bank of Boone County (the "Bank"), with reference to Irrevocable Letter of Credit No. 0126516-0399 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ \_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_],  
 Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
 Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
 Stan Shawver, Director, Resource Management

\_\_\_\_\_  
 Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

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

Boone County, Missouri letterhead

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

Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Dawn Shellabarger, Vice President

Re: Central Bank of Boone County Letter of Credit No.: 0126516-0399  
Dated: 12/26/19  
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

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

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest

\_\_\_\_\_  
Stan Shawver, Director, Resource Management

\_\_\_\_\_  
Brianna L. Lannon, Boone County Clerk

Commission Order: \_\_\_\_\_

27-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term 20

County of Boone

In the County Commission of said county, on the 17th day of January 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with Chuck Nichols and Corresponding Budget Revision.

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

Done this 17th day of January 2023.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

1/11/23

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)  
Transfer From      Transfer To  
Decrease            Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
6105	71106	FM Administration	Contracted Services		8,400
6105	10100	FM Administration	Salaries & Wages	8,400	
				<u>8,400</u>	<u>8,400</u>

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

Revision to move class 1 budget to class 7 to cover the cost to hire Charles Nichols as a consultant after the departure of Doug Coley. The vacant position of the director will free up enough budget to cover the budget revision for class 1.



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

Auditor's Office   
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments: Cover Class 7

*Agenda*

  
Auditor's Office  
  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

## CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this 11 day of January, 2023, by and between **Boone County, Missouri**, a first-class county and political subdivision of the state of Missouri, by and through its County Commission, ("County") and **Charles Nichols**, (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be effective through April 30, 2023, unless extended by mutual agreement.
2. **Services** – Consultant will provide consulting services to County as-needed consultation with respect to the operation of the County's Facilities Maintenance Department.
3. **Compensation** – In consideration for the Consultant's provision of services under this agreement, County agrees to compensate the Consultant for services rendered in accordance at the hourly rate of \$35.00 per hour. County's obligations under this contract for all fee payments to Consultant shall not exceed Eight Thousand Four Hundred Dollars (\$8,400.00) without prior, written approval of County. Payments shall be made within thirty (30) days of receipt of invoice by County. Invoices shall be submitted periodically as mutually agreed upon by County and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided.
4. **Invoices** – Invoices shall be sent to Jody Moore in Facilities Maintenance, who shall review, approve, and route invoices to the Boone County Auditor's office for further processing.
5. **Termination** – Either party may terminate this agreement at any time upon thirty (30) days' notice to the other party.
6. **Certification of Lawful Presence / Work Authorization** – Consultant shall complete and return the Work Authorization Certification attached hereto as required by Missouri law.
7. **Status of Consultant** – The parties agree that Consultant is an independent contractor and not an employee of Boone County. Consultant will return a completed W-9 with their signature to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**CONSULTANT:**

X Charles Nichols  
Charles Nichols

X Dated: 1-11-23

**BOONE COUNTY, MISSOURI**

By:

Kip Kendrick  
Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L. Lennon  
Brianna L. Lennon, County Clerk

APPROVED AS TO FORM:

CJ Dykhouse  
CJ Dykhouse, County Counselor

**Auditor Certification:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

Kyle Rieman                      1-11-23  
Kyle Rieman, Auditor                      Date



## CERTIFICATION OF INDIVIDUAL CONTRACTOR

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- X   1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3. I have provided a completed application for a birth certificate pending in the State of                     . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

X Chuck Nichols 1-11-23  
Chuck Nichols Date

28 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the 17th day of January 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Training Agreement between Boone County and the following:

- Clinton County Sheriff

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

Done this 17th day of January 2023.

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 17<sup>th</sup> day of January, 2023, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Office (BCSO), and Clinton 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 One Thousand Eight Hundred 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 immediately upon execution of the same 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.

1. **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:** Clinton County Sheriff

By: Jerry Fish

Printed Name: Larry Fish, Sheriff

Dated: 12.27.2022

ATTEST: Jessica B. G. Admin Asst

**BOONE COUNTY, MISSOURI**

By: Kip Kendrick  
Kip Kendrick, Presiding Commissioner

Dated: Jan. 18, 2023

ATTEST: Brianna L. Lennon  
Brianna L. Lennon, County Clerk

APPROVED - BCSO: Dwayne Carey  
Dwayne Carey, Sheriff

APPROVED AS TO FORM: J. Dykhouse  
Dykhouse, Boone County Counselor

ACKNOWLEDGED FOR BUDGETING & AUDITING PURPOSES:

Kyle Rieman by J  
County Auditor

Exhibit "A"

## INFORMED CONSENT WAIVER AND RELEASE

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

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

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

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

**Signature of Participant/Date**

 710

---

**Printed Name of Participant**

William B. Cunningham

---

29 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

January Session of the January Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the 17th day of January 20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached K-9 Vehicle Equipment Transfer between Boone County and the following:

- City of Columbia Police Department

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

Done this 17th day of January 2023.

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

025227

Permanent Record  
Filed in Clerk's Office

Introduced by Buffaloe

First Reading 12-5-22

Second Reading 12-19-22

Ordinance No. 025227

Council Bill No. B 347-22

**AN ORDINANCE**

authorizing a law enforcement asset transfer cooperative agreement with Boone County, Missouri for K9 vehicle equipment; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a law enforcement asset transfer cooperative agreement with Boone County, Missouri for K9 vehicle equipment. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 19th day of December, 2022.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

**BOONE COUNTY, MISSOURI  
AND  
CITY OF COLUMBIA, MISSOURI**

**LAW ENFORCEMENT ASSET TRANSFER COOPERATIVE AGREEMENT**

THIS AGREEMENT, dated this 17<sup>th</sup> day of January, 2023, is made and entered into by and between the parties, **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "**County**" and the **City of Columbia**, Missouri, a political subdivision of the State of Missouri, herein "**City**".

WHEREAS, County has acquired certain law enforcement assets for the operation of the Boone County Sheriff's Office; and

WHEREAS, County and City routinely assist each other's law enforcement efforts for the benefit of the citizens of Columbia and all of Boone County; and

WHEREAS, City is further developing its law enforcement K-9 program; and

WHEREAS, County has available certain surplus equipment for law enforcement K-9 use; and

WHEREAS, City's law enforcement efforts will benefit from the transfer of these assets from the County to the City for continued law enforcement use; and

WHEREAS, this Cooperative Agreement (hereinafter referred to as "Agreement") memorializes the parties' understanding regarding the transfer of these County assets to the City; and

WHEREAS, RSMo §70.220 authorizes the parties to enter into cooperative agreements for the purposes herein stated.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements in this Agreement, the parties agree as follows:



1. **PURPOSE.** The purpose of this Agreement is to facilitate the transfer of ownership of certain items of personal property from County to City for law enforcement purposes, to-wit: one (1) Ray-Allen Cruise EZE K-9 Vehicle Insert for 2013-2019 Ford Interceptor Utility (SUV) (Boone County Asset Tag: 20150) and one (1) Radiotronics Ace K9 Vehicle Heat Alarm (Boone County Asset Tag: 20465).
2. **COUNTY AGREEMENTS.** Within thirty (30) days after the final execution of this Agreement, County will transfer all right, title, and interest in the following items of property to City:
  - a. One (1) Ray-Allen Cruise EZE K-9 Vehicle Insert for 2013-2019 Ford Interceptor Utility (SUV) (Boone County Asset Tag: 20150); and
  - b. One (1) Radiotronics Ace K9 Vehicle Heat Alarm (Boone County Asset Tag: 20465).
3. **CITY AGREEMENTS.**


City will accept the transferred assets on an "as-is" basis and place the same in service for law enforcement purposes for so long as City deems it appropriate.
4. **NO WARRANTIES.** The personal property transferred herein is delivered in "as-is" condition with no warranties of any kind.
5. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.

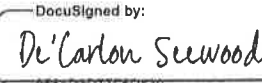
6. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of the parties to this agreement only, and nothing in this Agreement is intended to confer any rights or remedies on any other party.
7. **RELATIONSHIP OF PARTIES.** Nothing in this agreement shall be deemed or construed by the parties, nor by any other party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties to this agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.
12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**BOONE COUNTY MISSOURI**

**CITY OF COLUMBIA**

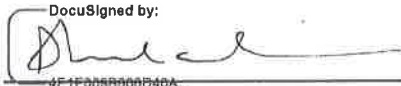
By:   
Kip Kendrick, Presiding Commissioner  
Date: 1.17.2023

By:   
De'Carlton Seewood, City Manager  
Date: 12/20/2022

ATTEST:

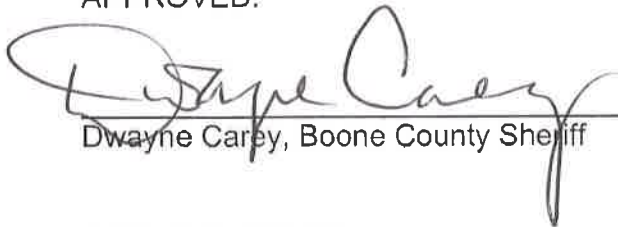
ATTEST:



  
Brianna L. Lennon, County Clerk

  
Sheela Amin, City Clerk


APPROVED:

APPROVED AS TO FORM:

  
Dwayne Carey, Boone County Sheriff

  
Nancy Thompson, City Attorney 

ACKNOWLEDGED:

  
June E. Pitchford, Boone County Auditor  
Kyle Rieman

APPROVED AS TO FORM:

  
CJ Dykhouse, County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 203

County of Boone

In the County Commission of said county, on the

17th

day of

January

20 23

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Commission Chambers by Prime Timers on January 28, 2023, from 12:50 p.m. to 4:15 p.m.

The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon that inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

Done this 17th day of January 2023.

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 Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Prime Timers Mid-Missouri  
Address: 2000 East Broadway  
City: Columbia State: MO ZIP Code: 65201  
Phone: (660) 596-6294 Website: www.primetimersmidmissouri.org  
Individual Requesting Use: JC Hellemeyer Position in Organization: Secretary  
Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic  
Event: Monthly meeting & Lunch  
Description of Use (ex. Speaker, meeting, reception): Monthly meeting & Carry-in Lunch  
Date(s) of Use: 1-28-23  
Start Time of Setup: 12:50 AM/PM AM Start Time of Event: 1:00 AM/PM AM  
End Time of Event: 4:00 AM/PM AM End Time of Cleanup: 4:15 AM/PM AM

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

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

Organization Representative/Title: JCQH  
Phone Number: (573) 489-8757 Date of Application: 1-9-23  
Email Address: bippie@hotmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymissouri.org](mailto:commission@boonecountymissouri.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Brianna L. Leannon  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 1.17.2023