

578 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 9th day of November 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 Animal Control-Limited Services Cooperative Agreement with the City of Sturgeon.


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

Done this 9th day of November 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

**Animal Control – Limited Services  
Cooperative Agreement**

THIS AGREEMENT is entered into this 9<sup>th</sup> day of November, 2023, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein “County”) and the **City of Sturgeon**, a municipal corporation within the County of Boone, State of Missouri (herein “City”);

WITNESSETH:

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

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

WHEREAS, Sturgeon Police Department desires some assistance from the animal control officials from County’s jointly operated Public Health and Human Services Department (PHHS) in the enforcement and implementation of Sturgeon’s ordinances, and

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

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

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

1. **County Agreements:**

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

impoundment fees.

**2. City Agreements:**

- A. City, by and through its police department, will administer its own animal control codes through responding to calls for service, the issuance of citations, investigation of cruelty cases, etc.
- B. For the term of this contract, November 1, 2023, through September 30, 2024, City agrees to pay County a rate of \$46.84 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. City will also be responsible for any medical expenses incurred for any animal impounded or otherwise transferred to PHHS under this agreement. However, the total reimbursement shall not exceed \$2,000.00 unless this contract is amended. The City will be reimbursing for services rendered herein and paid on a quarterly basis.
- C. City, by and through its police department, will administer its own animal control codes through the issuance of citations, investigation of cruelty cases, etc.

**3. Term:** This is a one-year contract that will not automatically renew. If the parties wish to continue services beyond September 30, 2024 they will enter into a new, written agreement.

**4. No Assignments or Modifications:** This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

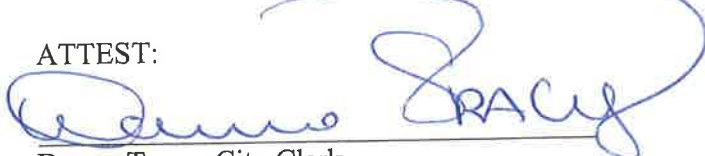
**5. Binding on successors:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

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

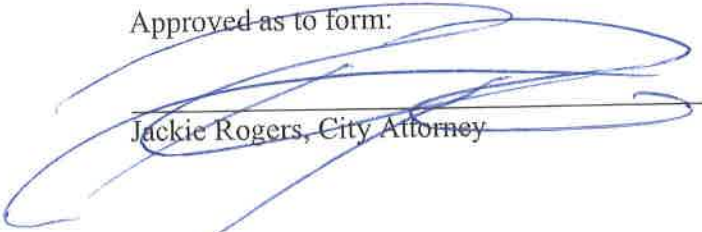
**CITY OF STURGEON:**

By:   
Kevin Abrahamson, Mayor

ATTEST:

  
Donna Tracy, City Clerk

Approved as to form:

  
Jackie Rogers, City Attorney

**BOONE COUNTY, MISSOURI:**

By:   
Kip Kendrick, Presiding Commissioner

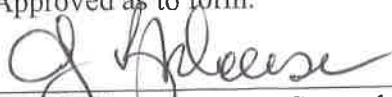
ATTEST:

  
Brianna Lennon, County Clerk

**AUDITOR ACKNOWLEDGEMENT  
FOR BUDGET PURPOSES:**

  
Kyle Rieman, Boone County Auditor

Approved as to form:

  
C.J. Dykhouse, County Counselor

## **Exhibit A**

### **Sturgeon Animal Control – Limited Service Cooperative Agreement Anticipated Levels of Service**

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

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

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

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 9th day of November 20 23

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

Now on this 7th day of November 2023, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

### Findings of Fact and Conclusions of Law

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: grass and weeds in excess of 12 inches.
4. The location of the public nuisance is as follows 121 Moonglow, Columbia, MO, a/k/a parcel# 17-319-12-01-294.00 01., Sunrise Estates Blk 8 lot 52, Section 12, Township 48, Range 12 as shown by deed book 3176 page 0122, Boone County
5. The specific violation of the Code is: weeds and grass in excess of 12 inches in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 17 day of August 2023, to the property owner.
7. The above-described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above-described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

Term. 20

In the County Commission of said county, on the

day of

20

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

## Order For Abatement Chargeable As a Special Assessment To The Property

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

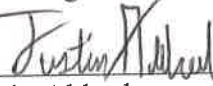
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment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

Done this 9th day of November 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

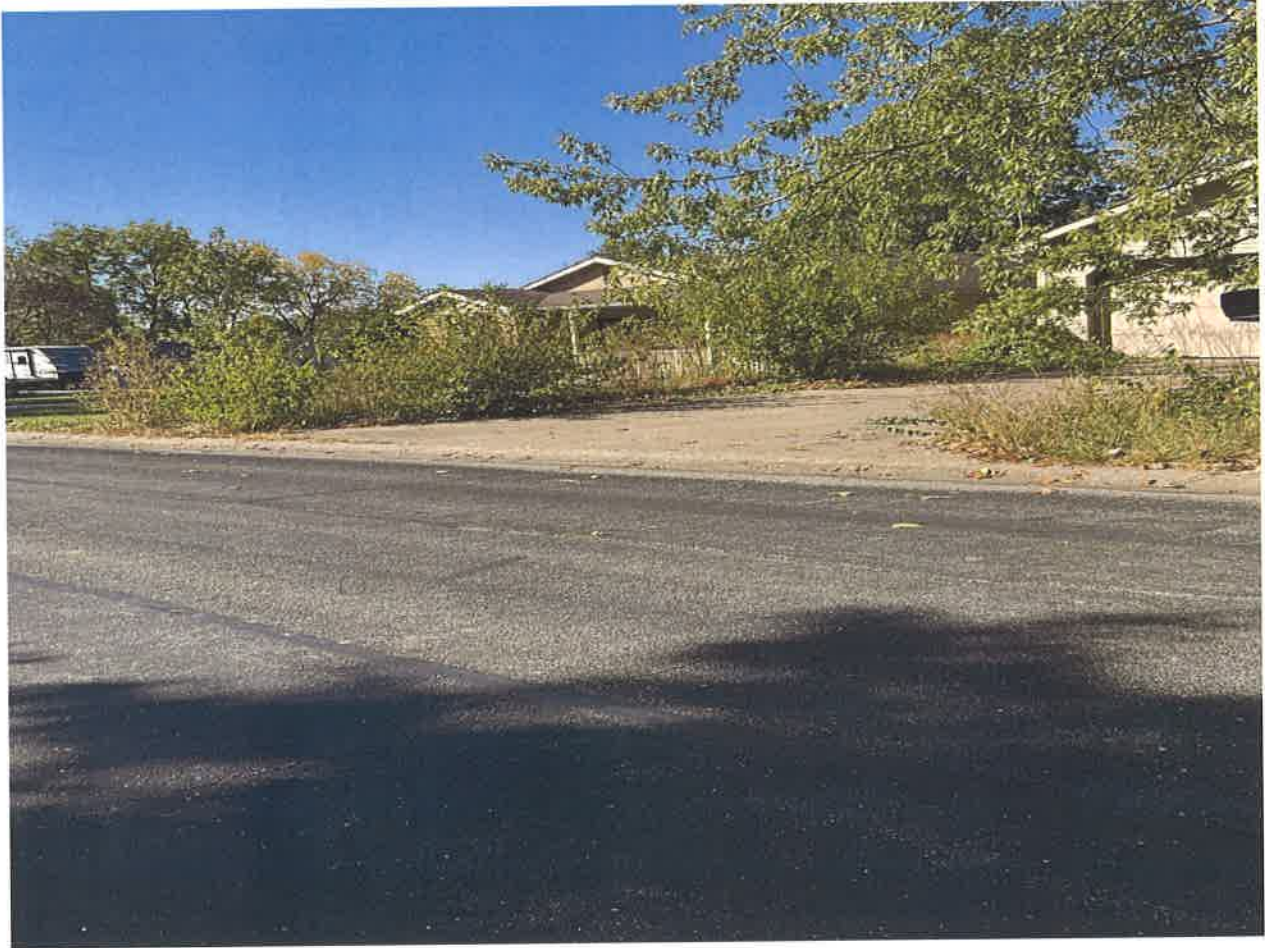
Catherine Morgan  
121 Moonglow Ln

Department of Public Health nuisance violation- timeline of major events

- 08/10/23 citizen complaint received
- 08/16/23 initial inspection conducted by Avery Evans
- 8/17/23 notice of violation sent to owner, certified mail, return receipt requested-  
owner never signed notice
- 9/7/23 letter returned unclaimed to Department of Public Health
- 9/8/23 reinspection conducted violations still present
- 9/18/23 owner notice posted in newspaper
- 10/16/23 reinspection conducted photos taken at 10:45 AM
- 10/19/23 Contacted county to schedule hearing
- 10/20/23 Letter of hearing notice sent to owner
- 10/30/23 contacted Voss Landscaping for estimate



Photos taken October 16 at 10:45  
121 Moonglow Ln



Photos taken October 16 at 10:45  
121 Moonglow Ln



Photos taken October 16 at 10:45  
121 Moonglow Ln



VOSS Landscape & Tree Service

8501 N Hwy VV  
Columbia, MO 65202

# Estimate

Date	Estimate #
10/31/2023	2873

Name / Address	Customer Phone
Avery Evans Boone County Public Health 1005 W Worley Street Columbia, MO 65203	573-874-7350
	Customer E-mail
	avery.evans@como.gov

Project

Description	Qty	Cost	Total
121 Moonglow Quote Mowing			
Laborer	1	57.25	57.25
Foreman	1	86.62	86.62
Mower	1	17.32	17.32
Trimmer	1	11.55	11.55
This is an estimate only Not guaranteed to build or complete any specific job or contract.		<b>Total</b>	\$172.74

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

# Kenny Mohr Assessor

Parcel 17-319-12-01-294.00 01

Property Location 121 N MOONGLOW LN

City \_\_\_\_\_ Road COMMON ROAD DIST (CO) School COLUMBIA (C1)  
 Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner MORGAN CATHERINE L

Address 121 MOONGLOW

Care Of \_\_\_\_\_

City, State, Zip COLUMBIA, MO 65201

Subdivision Plat Book/Page 0015 0024

Section/Township/Range 12 48 12

Legal Description SUNRISE ESTATES BLK 8  
LOT 52

Lot Size 70.00 x 140.00

Irregular Shape \_\_\_\_\_

Deeded Acreage .00

Calculated Acreage .00

3176 0122

Deed Book/Page \_\_\_\_\_

0908 0734

## Effective Date of Value 1/1/2023

## PROPERTY DESCRIPTION

CURRENT APPRAISED		CURRENT ASSESSED	
Type	Total	Type	Total
RESIDENTIAL	116,600	RESIDENTIAL	22,154
<b>Totals</b>	<b>116,600</b>	<b>Totals</b>	<b>22,154</b>

Year Built	1989
Basement	NONE (1)      Attic NONE (1)
Bedrooms	3      Main Area 1,132
Full Bath	2      Finished Basement Area 0
Half Bath	0
Total Rooms	6      Total Square Feet 1,132

## Boone County Assessor

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

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

Office (573) 886-4270

Fax (573) 886-4254

Mapping (573) 886-4262

Personal Property

(573) 886-4250

Real Estate

(573) 886-4265



Recorded In Boone County, Missouri  
 Date and Time 07/06/2007 at 11:10:28 AM  
 Instrument # 2007017346 Book 3176 Page 122  
 Grantor MORGAN, WILLIAM J  
 Grantee MORGAN, CATHERINE L

Instrument Type WD  
 Recording Fee \$30.00 S  
 No of Pages 3

*Bette Johnson*  
 Bette Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds certification)

Title of Document: GENERAL WARRANTY DEED

Date of Document: June 11, 2007

Grantor(s) PAGE 1

Grantee(s) PAGE 1

Statutory Mailing Address(s): PAGE 1

Legal Description: PAGE 1

Reference Book and Page(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

**GENERAL WARRANTY DEED**

THIS DEED, Made and entered into this June 11<sup>th</sup> day of 2007, by and between **WILLIAM J. MORGAN and CORINNE J. MORGAN, husband and wife**, parties of first part, of San Diego County, California, grantors, and **CATHERINE L. MORGAN, a single person**, party of the second part, of Boone County, State of Missouri, grantee.

Grantee's mailing address is 121 Moonglow, Columbia, MO 65201.

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

**Lot Fifty-Two (52) of SUNRISE ESTATES SUBDIVISION, BLOCK VIII (8), as shown on Plat recorded in Plat Book 15, Page 24, Boone County Records.**

**Subject to Easements and restrictions of record.**

Property Address (if known): 121 Moonglow, Columbia, MO 65201  
Tax ID # (if known): 17-319-12-01-294

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assignees of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2007 and thereafter, and special taxes becoming a lien after the date of this deed.



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

William J. Morgan  
WILLIAM J. MORGAN

Corinne J. Morgan  
CORINNE J. MORGAN

ACKNOWLEDGMENT

State of California  
County of San Diego

On June 11, 2007, before me, MONICA SCOTT the undersigned notary public, personally appeared WILLIAM J. MORGAN and CORINNE J. MORGAN and , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Monica Scott  
Notary Public  
My Commission Expires On: 7/25/2009  
MONICA SCOTT



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

November Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 9th day of November 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 Memorandum of Understanding for administration of the County's payroll functions moving to the Human Resources department beginning January 1, 2024.

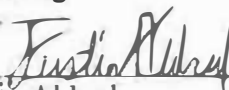
The terms of the MOU are set out in the attached.

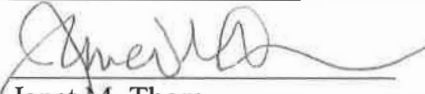
Done this 9th day of November 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING BOONE COUNTY PAYROLL AND HUMAN RESOURCES**

THIS Memorandum of Understanding (MOU), made and entered into this 9<sup>th</sup> day of November, 2023, by and between the Boone County Clerk, hereinafter referred to as “Clerk,” and the Boone County Commission, hereinafter referred to as “County Commission”;

WHEREAS, the Clerk and County Commission recognize the need for strong and resilient human resources and employee services in Boone County; and,

WHEREAS, Boone County’s human resources and employee services are comprised of a Human Resources & Risk Management Department, including Employee Benefits, and Risk Management, as well as a Payroll Division; and,

WHEREAS, Boone County’s established Human Resources, Employee Benefits, and Risk Management positions transitioned over a decade ago from the Clerk to a separate departmental office under the direction of the County Commission; and,

WHEREAS, the payroll component of Boone County’s human resources and employee services remained in the Clerk for that period of time, while working closely with the Human Resources, Employee Benefits, and Risk Management positions; and,

WHEREAS, the Clerk and County Commission agree that a check and balance system with regard to Boone County’s personnel budget, pay plan, and payroll responsibilities is imperative to accountability and transparency; and,

WHEREAS, the check and balance system relies upon the Clerk and the County Commission to maintain shared oversight and control over Boone County’s human resources and employee services; and,

WHEREAS, the Clerk has identified a need for additional redundancy and resiliency for payroll responsibilities for Boone County; and,

WHEREAS, the Human Resources & Risk Management Department (hereinafter Human Resources) is the appropriate department to provide support and cross-training on payroll responsibilities due to their shared nature of human resources and employee services; and

WHEREAS, the Clerk and County Commission will maintain the check and balance structure over human resources and employee services by the Clerk exercising oversight through electronic workflow approval of job class and pay class changes in the County's payroll module of its ERP system; and

WHEREAS, the parties desire to memorialize in writing their mutual intention regarding this shared responsibility; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. County Commission Agreements:**

- a. County Commission agrees to provide adequate equipment, furnishings, working space, supplies and other necessary items, through the Human Resources Department, for the County's payroll position(s).
- b. County Commission agrees to pay the salary and benefits for said positions from county general revenue and further agrees that the salary to be paid will be determined by the same process that determines salaries for current Human Resource Department employees.

- c. County Commission, by and through its Human Resources Department, will endeavor to cross-train staff so as to build resilience and redundancy to the routine administration of bi-weekly payroll within County government.

**2. Clerk's Agreements:**

- a. The Clerk will continue oversight through the electronic workflow approval of job class and pay class changes in the County's payroll module of its ERP system.
- b. The Clerk will continue all of the tasks required of County Clerks imposed by statute or otherwise, including duties associated with the County Employee's Retirement Fund (CERF), Internal Revenue Service, or other federal or state compliance matters.

**3. Term and Termination:**

- a. This term of this agreement is non-expiring but may be reconsidered and/or terminated at the request of the County Commission or the Clerk. Any change to or termination of this Agreement must be made in writing prior to September 1<sup>st</sup> if it is going to take effect prior to the next county fiscal year; otherwise the effective date will be the start of the second fiscal year following the date of the notice of termination / date of the amended Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

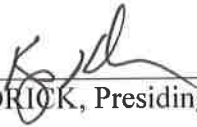
[Signatures follow on next page.]

**BOONE COUNTY CLERK:**



\_\_\_\_\_  
BRIANNA L. LENNON, County Clerk

**BOONE COUNTY:  
(By its County Commission)**



\_\_\_\_\_  
KIP KENDRICK, Presiding Commissioner



\_\_\_\_\_  
JUSTIN ALDRED, District I Commissioner



\_\_\_\_\_  
JANET M. THOMPSON, District II Commissioner

ATTEST:



\_\_\_\_\_  
BRIANNA L. LENNON, Boone County Clerk

511 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

November Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 9th day of November 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 award of County Contract C000672 awarded from Sole Source 172-123123SS with Idemia Identity & Security USA LLC of Anaheim, California for Idemia Livescan as a Service for 13<sup>th</sup> Circuit Court.


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


Done this 9th day of November 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 Purchasing

Liz Palazzolo  
Senior Buyer



613 E. Ash, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: October 26, 2023  
RE: Award of Contract C000672 from Single Feasible Source #172-123123SS for Idemia Livescan as a Service and Support for the 13<sup>th</sup> Circuit Court

Purchasing requests approval of contract C000672 awarded from Sole Source #172-123123SS for the purchase of Livescan as a Service and Support from Idemia Identity & Security USA, LLC of Anaheim, California. The contract is being established on behalf of the 13<sup>th</sup> Circuit Court.

In addition, Sole Source form 172-123123SS is attached for approval by the Boone County Commission. The Sole Source has been advertised in both the Columbia Tribune and the Missourian. No other vendor has come forward indicating that they can provide Livescan as a Service.

The 13<sup>th</sup> Circuit Court uses Livescan as a Service for fingerprint identification which is essential to the law enforcement work conducted by the court.

The contract period will run coterminous with the Livescan as a Service subscription period that runs July 01, 2023 through June 30, 2024. Idemia has offered the 13<sup>th</sup> Circuit Court a 5-year agreement. Four renewal options are available subsequent to the initial contract period to complete the 5-year agreement.

Payments under the contract will reference 1210 - General Fund Court Operations/71600 – Equipment Leases & Meter Charges: 1<sup>st</sup> Year Has Been paid by Missouri Highway Patrol. On-going expenditures by the County will be \$5,914.00 if the MSHP does not pay.

### Attachments

/lp

cc: Cindy Garrett, 13<sup>th</sup> Circuit Court Administrator  
Contract File



# 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

<b>Originating Office</b>	13 <sup>th</sup> Circuit Court Clerk's Office/Marshall's Office
<b>Person Requesting</b>	Cindy Garrett and Michael Franks
<b>Date Requested</b>	09/19/23
<b>Contact Phone Number</b>	573-886-4058

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

PURCHASING DEPARTMENT APPROVAL: Liz Palazzolo  
Signature Date 09/19/2023

SOLE SOURCE NUMBER: 172-123123SS  
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] 11/9/2023  
Signature Date

Expiration Date: Initial one-year license starting 2023 through 2024 with five (5) Renewals

One Time Purchase (check)

<b>Vendor Name</b>	<u>Idemia</u>
<b>Vendor Address</b>	<u>5515 E. La Palma Ave., Ste. 100</u> <u>Anaheim, CA 92807</u>
<b>Vendor Phone and Fax</b>	<u>714-238-2000</u>
<b>Product Description</b>	<u>Livescan as a Service Software Subscription (5 Year Agreement)</u>
<b>Estimated Cost</b>	<u>\$5,914.00/year</u>
<b>Department/Account #/ Amt. Budgeted</b>	<u>1210/71300: \$5,914.00</u>

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
  - Equipment or materials must be compatible with existing Equipment

- Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
  - Other - List (attach additional sheets if necessary)
- 

2. Briefly describe the commodity/material you are requesting and its function.

*Idemia LiveScan as a Service includes bailed equipment, software and support that allows the 13<sup>th</sup> Circuit Court to conduct reliable fingerprint checks for identification purposes related to law enforcement.*

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

*Livescan as a Service is proprietary and only available from Idemia. No third-party or affiliate is allowed to distribute the product.*

4. What research has been done to verify this vendor as the only known source?

*(1) Obtained Sole Source Letter attached – from Casey Mayfield dated 09/08/2022  
(2) Advertised in both the Columbia Missourian and the Columbia Daily Tribune – no other vendor came forth saying they had a similar product*

5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?

- Yes (please attach a list of known sources)
- No

6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.

*No*

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

*It is anticipated that the 13<sup>th</sup> Circuit Court's Office will need the Idemia product on an on-going basis to perform identification checks.*

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

*NA*

9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.

*Previously the County used State of Missouri contracts or the Court cut a Purchase Order for their annual service to continue.*

10. What are the consequences of not securing this specific commodity/material?

*Automated fingerprinting and identification is crucial for law enforcement; it is the standard across Missouri law enforcement agencies, and law enforcement efforts in the County would be compromised without the 13<sup>th</sup> Circuit Court having access to Idemia's Livescan as a Service.*

11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).

*Sole source letter is attached*

12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

*The license runs on the calendar year and is anticipated to be on-going.*

**PURCHASE AGREEMENT  
FOR  
IDEMIA MORPHOTRAK LIVESCAN AS A SERVICE SUBSCRIPTION AND SUPPORT – 13<sup>th</sup> CIRCUIT  
COURT**

**THIS AGREEMENT**, County Contract **C000672**, Sole Source 172-123123SS, dated the 9<sup>th</sup> day of November 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Idemia Identity & Security USA LLC** herein "Contractor."

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

1. **Contract Documents** - This agreement for Idemia Morphotrak Livescan As A Service Subscription and Support results from Sole Source 173-123123SS; it shall incorporate the Idemia Service Agreement incorporated into the Purchase Agreement as **Attachment One**; and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the contractor's response may be permanently maintained in the County Purchasing Office sole source file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County's Standard Terms and Conditions shall prevail and control. All transactions under the Purchase Agreement must reference the contract number referenced above.

2. **Purchase** - The County agrees to purchase from the contractor and the contractor agrees to supply the County with annual Livescan as a Service subscriptions as shown in Attachment One and restated here:

- Year 1 payment of \$0 (paid by Missouri State Highway Patrol);
- Year 2 payment of \$5,914 due 12 months after Effective Date of this Purchase Agreement;
- Year 3 payment of \$5,914 due 12 months after Year 2 payment;
- Year 4 payment of \$5,914 due 12 months after Year 3 payment;
- Year 5 payment of \$5,914 due 12 months after Year 4 payment.

3. **Contract Term** – The contract shall commence July 01, 2023 through June 30, 2024. Consistent with the five-year commitment, the County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

4. **Billing and Payment** - All billing shall be invoiced to the **13<sup>th</sup> Circuit Court's Office**. Billings may only include the prices listed in the contractor's pricing. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the contractor's pricing to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

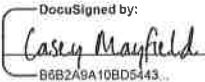
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not

- in conformity with bidding specifications or variances authorized by County, or
- c. Termination for convenience – the County may terminate this Agreement for any reason or no reason upon sixty (6) days’ written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

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

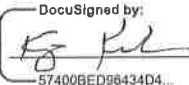
**IDEMIA IDENTITY & SECURITY USA LLC**

**BOONE COUNTY, MISSOURI**

by  \_\_\_\_\_  
DocuSigned by:  
86B2A9A10BD5443...

title SVP Justice & Public Safety

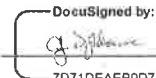
by: Boone County Commission

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

Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

 \_\_\_\_\_  
DocuSigned by:  
7D71DEAEB9D74DD...

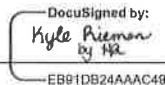
County Counselor

 \_\_\_\_\_  
DocuSigned by:  
D267E242BF8948C...

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.)

1210/71600: No Cost First Year

 \_\_\_\_\_ 10/30/2023 \_\_\_\_\_

DocuSigned by:  
Kyle Riseman  
by HR  
EB91DB24AAAC48D...

Signature Date Appropriation Account

512 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 9th day of November 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 Cash Deposit between the County of Boone and Columbia Public Schools for the Nature School.

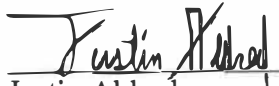
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

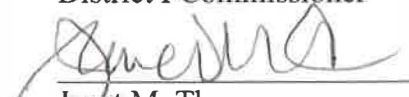
Done this 9th day of November 2023.

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**  
**\$114,085.14 Cash Deposit – Boone County Nature School**

THIS AGREEMENT, effective August 31, 2023, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and Columbia Public Schools herein “Developer.”

WHEREAS, Developer is constructing an educational institution, Boone County Nature School, herein “Project”; and

WHEREAS, Developer issued a Cash Deposit to the County, dated December 22, 2022, in the amount of \$114,285.14, to secure stormwater improvements associated with the development; and

WHEREAS, said Cash Deposit contemplates that the parties may agree to extend the expiration date of the Cash Deposit, which currently expires on August 31, 2023; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Cash Deposit to August 31, 2024.

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

1. Commission Order 216-2022 and the Stormwater Erosion and Sediment Control Security Agreement dated April 11, 2022, approving infrastructure security in the form of a Cash Deposit in the amount of \$114,085.14, with an expiration date of August 31, 2023, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 22, 2022 Cash Deposit such that the new expiration date will be August 31, 2024.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated April 11, 2022, 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.

**COLUMBIA PUBLIC SCHOOLS:**

By:

  
\_\_\_\_\_

Printed Name: Suzette Waters

Title: Board of Education, President

**BOONE COUNTY:**

Commission Order: 216-2022

By:

  
\_\_\_\_\_

Kip Kendrick, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_

Brianna L. Lennon, County Clerk

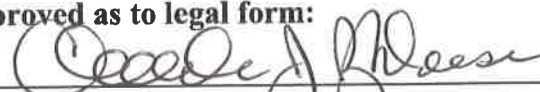
APPROVED BY:

  
\_\_\_\_\_

Bill Florea, Director

Boone County Resource Management

Approved as to legal form:

  
\_\_\_\_\_

Charles J. Dykhouse, County Counselor



216-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term 20

County of Boone

In the County Commission of said county, on the 17th day of May 20 22

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

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control cash deposit between the County of Boone and Columbia Public Schools.

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 May 2022.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*

Justin Aldred  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

✓

## Stormwater Erosion and Sediment Control Security Agreement

Date: April 11, 2022

Developer/Owner Name: *Columbia Public Schools*  
Address: *1818 West Worley Street*  
*Columbia, MO 65203*

Development: *Boone County Nature School*

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

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

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at *Boone County Nature School*. The SWPPP and ESC was prepared by *Engineering Surveys & Services* on *February 22, 2022*.
- 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 *31 day of August, 2023*, 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 *\$114,085.14*, 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:

U Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to *August, 31, 2023 (from 3 above)*, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the *cash deposit* can be released to Developer. If no written proof has been provided to the financial institution issuing *cash deposit* that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on *August, 31, 2023 (from 3 above)*, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the *cash deposit* to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in

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

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

ACKNOWLEDGED AND AGREED TO:

**DEVELOPER/OWNER:**

By: 

Printed Name: David Seamon

Title: Board of Education President

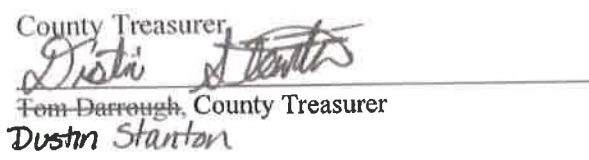
**BOONE COUNTY, MISSOURI:**

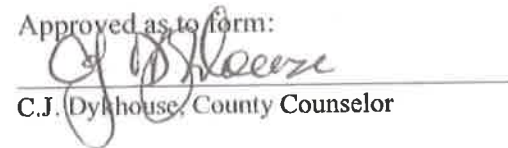
Department of Resource Management

  
Bill Florea, Director Resource Management

County Commission:  
  
Daniel K. Atwill, Presiding Commissioner

Attest:  
  
Brianna L. Lennon, Boone County Clerk

County Treasurer:  
  
Tom Darrough, County Treasurer  
*Dustin Stanton*

Approved as to form:  
  
C.J. Dykhouse, County Counselor

BOONE COUNTY  
RESOURCE MANAGEMENT  
Room 315  
801 East Walnut  
Columbia, Missouri 65201

Inspections 886-4339

Planning 886-4330

Receipt Number 31082

Time 10:35:24  
Date 3/18/2022

Received From THE TREASURER OF THE COLUMBIA SCHOOL DIS

PERMIT: Number \_\_\_\_\_ \$.00 Wastewater \_\_\_\_\_ \$.00

MISC. FEES & REIMBURSEMENTS

Admin Survey	\$ <u>.00</u>	Plat Fee/Prelim	\$ <u>.00</u>
Re-Zonin/App	\$ <u>.00</u>	Postage	\$ <u>.00</u>
Copies/Public Info Rqst	\$ <u>.00</u>	Public Notice	\$ <u>.00</u>
Dischg Permit	\$ <u>.00</u>	ROW Permit	\$ <u>.00</u>
Driveway Permit	\$ <u>.00</u>	MHP License	\$ <u>.00</u>
Land Dist Permit	\$ <u>.00</u>	Training	\$ <u>.00</u>
Plan Review-Bldg Codes	\$ <u>.00</u>	Plan Dev Rev Plan	\$ <u>.00</u>
Conditional Use App	\$ <u>.00</u>	Plan Dev Finl Plan	\$ <u>.00</u>
BOA App	\$ <u>.00</u>	Plats Final	\$ <u>.00</u>
Reinspection Fee	\$ <u>.00</u>	Other	\$ <u>114,085.14</u>

Comments: SECURITY - LD 1504

Taken By PLE

Credit Card Fee \$.00

Total Amount \$114,085.14 Pay Type CK156656

THE TREASURER OF THE  
COLUMBIA SCHOOL DISTRICT  
1818 WEST WORLEY  
COLUMBIA, MISSOURI 65203

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V02646	BOONE COUNTY GOVERNMENT	01/27/22	156656

INVOICE DATE	INVOICE NO.	PO NO.	AMOUNT PAID	DESCRIPTION
12/22/21	PROJECT14364-21	P162084	114,085.14	Boone County Nature School - L

CHECK AMOUNT: 114,085.14

REMOVE CHECK ALONG THIS PERFORATION

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the

9th

day of November


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 request by Briley Investments LLC for a conditional use permit to allow a duplex to be constructed in the Single-Family Residential (R-S) zoning district located at 2365 E Bearfield Subdivision, Columbia, subject to the following conditions:

1. That the duplex be constructed in a manner consistent with the plans submitted with the conditional use permit application, with any changes subject to the approval of the Director of Resource Management.
2. Prior to building permit issuance, a parking and vehicular circulation plan shall be submitted for approval by the Director. There shall be a minimum of three parking spaces for each unit located on the same side of the building as the front door for that unit. Each space shall be accessible without the need to move another vehicle. A turnaround area shall be provided for the unit facing Bearfield Road to enable vehicles to exit the lot, onto Bearfield Road, in a forward direction. Implementation of the plan shall be a condition of occupancy for the building.
3. Prior to building permit issuance, an exterior lighting plan shall be submitted for approval by the Director. The plan shall implement "Dark Sky" principles. Implementation of the plan shall be a condition of building occupancy.
4. Prior to building permit issuance, a stormwater mitigation plan shall be submitted for approval by the Director. The plan shall focus on mitigating the increased runoff from new impervious surfaces such as roof and paved areas and may include techniques such as rain barrel systems, raingardens, and incorporating deep rooted native species in the landscaped areas of the lot.
5. The maximum footprint of the structure, which is defined as the product of the longest two dimensions, each perpendicular to the other, shall not exceed 4,400 square feet. The building as shown on the plans submitted with the application has a maximum footprint of 3,999 square feet.

Done this 9th day of November 2023.

  
 \_\_\_\_\_  
 Kip Kendrick  
 Presiding Commissioner

ATTEST:

# CERTIFIED COPY OF ORDER

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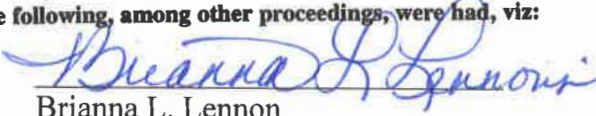
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STATE OF MISSOURI }  
County of Boone } ea.


Term. 20

In the County Commission of said county, on the  
the following, among other proceedings, were had, viz:

day of 20

  
Brianna L. Lennon  
Clerk of the County Commission

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



574-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 9th day of November 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 request by Great Rivers Council Inc. Boy Scouts of America to rezone to Planned Light Industrial District (M-LP) for Lot 1 of VH Acres Plat No. 2, on 2.43 acres located at 6081 W Van Horn Tavern Rd, Columbia.

And

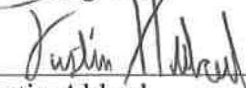
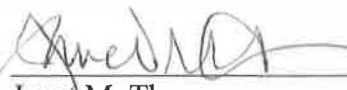
Now on this day, the County Commission of the County of Boone does hereby approve a Revised Review Plan for Great Rivers Council Inc Boy Scouts of America on Lot 1 of VH Acres Plat No. 2, on 2.43 acres located at 6081 W Van Horn Tavern Rd, Columbia.

Done this 9th day of November 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

515-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 9th day of November 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 request by Warren School Properties to rezone from Agriculture (A-1) to Planned Agriculture (A-2P) on 10.94 acres located at 7900 S Warren School Rd, Columbia:

And

Now on this day, the County Commission of the County of Boone does hereby approve a review plan and preliminary plat for Warren School Estates on 10.94 acres located at 7900 S Warren School Rd, Columbia subject to the following conditions:


1. The plan shows two fire hydrant locations for installation of new hydrants, if the Fire District, the Water District and the Director of Resource Management agree the hydrant requirements can be met with a different hydrant plan, then the Final Plan may reflect such a change approved by all three entities.
2. It is recognized that engineered subsurface wastewater systems are proposed and will be the required system if on-site wastewater is used within this development.

Done this 9th day of November 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

**Staff Report for County Commission**  
**RE: P&Z Agenda Items**  
**November 2, 2023**

**Request by Briley Investments LLC for a conditional use permit to allow a duplex to be constructed in the Single-Family Residential (R-S) zoning district (Appeal of a recommendation of denial)**

The Planning and Zoning Commission reviewed this proposal and conducted a public hearing at its October 19, 2023 meeting. The Commission recommended denial on a unanimous vote. The applicant filed a timely appeal.

The subject property is located at the northwest corner of Bearfield Road and Bearfield Subdivision Road. There is a single utility building in the northwestern corner of the property. The property is approximately 1/3 of an acre in size and zoned Residential Single-Family (R-S).

The surrounding property is zoned as follows:

North – R-S  
South – Residential Moderate Density (R-M)  
West – R-S  
East – Agriculture (A-1)

This is all original 1973 zoning.

The applicants are requesting a conditional use permit for a duplex on R-S zoned property. This lot is the last undeveloped lot in Bearfield Subdivision. The lot directly south of the subject property is zoned R-M and contains a duplex, built in 1974. The design for the proposed duplex was submitted with the application. This design shows a comparatively non-standard duplex design, which is intended to mimic the general appearance of a single-family home.

The following criteria are the standards for approval of a conditional use permit, followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

(a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

If development is done in a manner consistent and in compliance with existing county regulations, this request should meet this criterion.

(b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

This area has developed in a residential manner with an existing duplex immediately across Bearfield Subdivision Road from the subject property. The granting of this conditional use permit maintains the existing development pattern of this area. There should be no injury to the use and enjoyment of nearby properties.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

New construction in a long-standing neighborhood is not known to diminish the property values of existing homes. This conditional use permit will not substantially diminish or impair the property values of existing properties in the neighborhood.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

Existing infrastructure for electrical, water, and sewer service is present at the property to provide service for a new duplex.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

Bearfield Subdivision has developed with one duplex and twenty-six single-family dwellings. Most of the dwellings were constructed between 1963 and 1965, with the duplex being built around 1974. The further development of the surrounding properties will not be impeded by the establishment of this conditional use permit.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

The addition of a duplex to the existing subdivision is a small increase in traffic to the development. Driveway placement for the new duplex will be done under permit with Boone County Resource Management. The establishment of this conditional use permit will not hinder the flow of traffic or resolve in traffic congestion on the public streets.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

This proposal can, in all other respects, conform to the applicable regulations of the zoning district in which it is located.

Zoning Analysis: This proposal is in step with the existing land use pattern in the Bearfield Subdivision. While it is new development in a subdivision that predates Planning & Zoning in Boone County, available resources to meet the needs of this conditional use permit exist. This conditional use permit can meet the criteria for approval by the Planning & Zoning Commission.

The property scored 78 points on the rating system. Staff notified 35 property owners about the request.

Staff recommended approval of the conditional use permit with the following condition:

- 1) That the duplex be constructed in a manner consistent with the plans submitted with the conditional use permit application, with any changes subject to the approval of the Director of Resource Management.

### **3. Great Rivers Council Inc Boy Scouts of America to rezone to Planned Light Industrial District (M-LP) and to approve a Review Plan.**

The Planning and Zoning Commission reviewed this proposal and conducted a public hearing at its October 19, 2023 meeting. The Commission recommended approval of the rezoning and review plan on a unanimous vote.

This property is located on the north side of Van Horn Tavern Road at the immediate southeast corner of the intersection of the eastbound ramp for I-70 at the Midway interchange and State Highway UU. The site is about 1500 feet west of the Columbia municipal limits. The property is 2.43-acres in size, and zoned Planned Industrial (M-LP). All the surrounding property is zoned as follows:

- North – (across I-70) Agriculture 2 (A-2) & General Commercial (C-G)
- East – M-LP
- South – Agriculture-Residential (A-R) & Planned Commercial (C-GP)
- West – State Right-of-Way

The zoning to the north and the A-R zoning south are all original 1973 zonings, the planned commercial and planned industrial zonings have been approved and modified over time. The most recent review plan for the subject site was approved in July of 2014 under County Commission Order number 313-2014.

This proposal is to rezone the subject property to allow modification of the existing M-LP plan to allow for the construction of a pavilion shelter-house and refine the parameters of any future additions while clarifying the uses more clearly that are associated with the use by the Scouting organization that currently uses the property. The current lot is developed with an office building, parking, and landscaping/stormwater features.

The Boone County Master Plan identifies this area as being suitable for commercial land uses. The sufficiency of resources test was used to analyze this request.

Utilities: The property is in Consolidated Public Water Supply District #1 service area; fire protection already is in place for the existing buildings and any additions will be required to meet both the fire code and building code as to proper water provision. The property is in the Boone Electric Cooperative service area, and the Boone County Fire Protection District. The property is already served by a Boone County Regional Sewer District (BCRSD) central system. BCRSD has informed our office and the developer that there is a compliance agreement with DNR that has just under a year left until the deadline.

Transportation: The property has direct access to a publicly maintained hard surface roadway.

Public Safety: The property is in the Boone County Fire Protection District with the closest station being Station 9 on Henderson Rd, approximately 1.3 miles by roadway.

Zoning Analysis: This proposal is a clean-up and clarification action for uses that intended to be allowed under the approved plan, the only new use is the small pavilion structure. There are no impacts from the proposed change except to clarify the Allowed Uses and minimize ambiguity. The development plan continues the infrastructure and site features of the existing plan. The property scored 103 points on the rating system.

Staff recommends approval of the request.

**4. Warren School Properties to rezone from Agriculture (A-1) to Planned Agriculture (A-2P) and to approve a Review Plan and Preliminary Plat for Warren School Estates. (Appeal of a recommendation of denial)**

The Planning and Zoning Commission reviewed this proposal and conducted a public hearing at its October 19, 2023 meeting. The Commission recommended denial on a unanimous vote. The applicant filed a timely appeal.

The property is located on the east side of Warren School Rd approximately 3000-feet south of the intersection of Mount Celestial Rd and Warren School Rd. The overall property is 10.94-acres in size, and zoned Agriculture 1 (A-1). All the surrounding property is zoned as follows:

- North – Planned Agriculture 1 (A1-P)
- East – A-1
- South – A-1
- West – A-1

These are all original 1973 zonings except the A-1P property adjoining to the north which was rezoned in July of 1996. That A-1P allowed the creation of a 3-acre lot for development of a home but the overall 10-acres is still encumbered with the 7-acre lot having no development potential.

This proposal is to rezone the subject property from A-1 to A-2P to allow an increase in development density. The proposal would change the density from the one home on a minimum of 10 acres, for which the property is currently eligible, to three homes divided into three lots ranging from 2.5-acres to 4.5-acres. The topography as the property falls away to the east from the roadway is severe limiting the useable area of the proposed lots. The current tract has a couple of accessory buildings that are designated to be removed.

The Boone County Master Plan identifies this area as being suitable for agriculture and rural residential land uses. The sufficiency of resources test was used to analyze this request.

Utilities: The property is in Consolidated service area; there are two fire hydrants shown as proposed on the plan. It is our understanding that one hydrant may be sufficient to provide fire protection, this has yet to be confirmed. The property is in the Boone Electric Cooperative service area. A cost benefit analysis for central sewer was provided for this development and stated that on-site engineered sub-surface wastewater systems should be allowed instead of central sewer. On-site engineered sub-surface systems are proposed for each lot. Should the request be approved these are the wastewater systems required to be used.

Transportation: The property has direct access to a publicly maintained unimproved gravel roadway. A waiver for traffic study is appropriate due to the proposal only adding two lots over the existing development density.

Public Safety: The property is in the Boone County Fire Protection District with the closest station being Station 14 on Scott Blvd, approximately 4.7 miles by roadway.

Zoning Analysis: This proposal is an attempt to increase the intensity of development of the property without a substantial change in the infrastructure to support the proposed change. Water to support fire protection is available but there is no central sewer available or proposed. The public roadway is not proposed to be upgraded. It is an unimproved gravel roadway in what is predominantly only a minimal 30-foot statutory right-of-way. Additionally, while not in the most environmentally sensitive watershed the terrain becomes steep as it falls away to the east from the roadway. This only leaves a small portion of the proposed lots as suitable to develop. The character of the area is larger tracts of 10-acres or significantly larger. The A-1P to the north may have allowed a smaller lot to be created but still meets the density requirement for A-1 zoning of one home per ten acres. The closest area of higher density is Toalson Estates which is served by central sewer. Without additional infrastructure upgrades staff believes that conditions do not justify changing the zoning. The property scored 51 points on the rating system.

Staff recommended the request be denied.

Should the commission decide to approve the request then the following conditions are needed.

1. The plan shows two fire hydrant locations for installation of new hydrants, if the Fire District, the Water District and the Director of Resource Management agree the hydrant requirements can be met with a different hydrant plan, then the Final Plan may reflect such a change approved by all three entities.

It is recognized that engineered subsurface wastewater systems are proposed and will be the required system if on-site wastewater is used within this development



576 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 23

County of Boone

} ea.

In the County Commission of said county, on the

9th

day of November

20 23

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation recognizing the Exercise Tiger Foundation and 2023 Adopt-A-Warrior Class.

Done this 9th day of November 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

517 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

November Session of the October Adjourned

Term. 20 23


In the County Commission of said county, on the 9th day of November 20 23

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

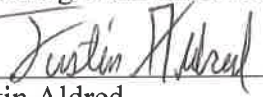
Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation recognizing Walter Domanski for Over 30 Years of Service to the United States Exercise Tiger Foundation.


Done this 9th day of November 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

578 -2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 9th day of November 20 23

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

Now on this day, the County Commission of the County of Boone does hereby enter into the record a Proclamation supporting Operation Green Light for Veterans.

Done this 9th day of November 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