

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

January Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 11th day of January 20 24


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


Now on this day, the County Commission of the County of Boone does hereby approve Contract C 000709-22DEC 27 Plumbing Services - Term and Supply with Harold G. Butser for Plumbing Services.

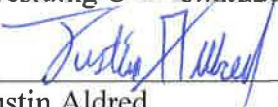
The terms of the Agreement are set out in the attached Contract and the Presiding County Commissioner is authorized to sign the same.


Done this 11th day of January 2024.

ATTEST:


Brianna L. Lennon
County Clerk


Kip Kendrick
Presiding County Commissioner


Justin Aldred
District I County Commissioner


Janet M. Thompson
District II County Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



613 E. Ash St., Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Bid File – Award Recommendation
FROM: Amy Gerskin, Buyer
DATE: December 28, 2023
RE: Request for Bid 43-22DEC23 – Plumbing Services – Term and Supply

Request for Bid 43-22DEC23 – Plumbing Services – Term and Supply (County contract C000709) closed on December 22, 2023. One bid response was received.

The recommendation for the award is to Harold G. Butzer for providing the products and specifications requested.

This is a Term and Supply contract for the Facilities Maintenance Department.

ATT Bid Award Recommendation Memo
Bid Tabulation

cc: Bid File
Johnny Mays

**PURCHASE AGREEMENT
FOR
PLUMBING SERVICES - TERM & SUPPLY**

THIS AGREEMENT, C000709 dated the 11th day of January **2024** is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Harold G. Butzer, Inc.** herein "Contractor".

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

1. **Contract Documents** – This agreement shall consist of this Purchase Agreement for **Plumbing Services - Term & Supply**, County of Boone Request for Bid number **43-22DEC23**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Statement of Bidder's Qualifications, Prior Experience, Work Authorization Certification, Certification Regarding Debarment, State Prevailing Wage Order #30, as well as the Contractor's bid response dated **December 20, 2023** and executed by **Dale Knipp**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification, and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of a conflict between any of the preceding documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, State Prevailing Wage Order #30, and any applicable addenda shall prevail and control over the Contractor's bid response.
2. **Contract Duration** – This agreement shall commence on **January 1, 2024**, and extend **through December 31, 2024**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract before the expiration date after exercising diligent efforts to do so or not.
3. **Purchase** – The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with all items/services per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices outlined in the Contractor's bid response, as needed, and as ordered by the County. This contract is "non-exclusive". The County reserves the right to purchase from other vendors.
4. **Applicability of Prevailing Wage** –
 - a. If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.
 - b. If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
 - c. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a "major repair" or "construction" of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work that exceeds \$75,000 and the

Prevailing Wage Law **WILL APPLY** to only that portion of the project that exceeds of \$75,000.

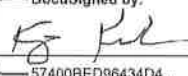
5. ***Billing and Payment*** – All billing shall be invoiced to the Boone County Facilities Maintenance Department at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges over the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.
6. ***Binding Effect*** – This agreement shall be binding upon the parties hereto and their successors and assigns as long as this agreement remains in full force and effect.
7. ***Entire Agreement*** – This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
8. ***Termination*** – This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
 - b. The County may terminate this agreement if, in the opinion of the Boone County Commission, delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
 - d. If appropriations are not made available and budgeted for any calendar year.

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

HAROLD G. BUTZER, INC.

DocuSigned by:
By 
114EA52888AF46E...
Title VP Mechanical Services

BOONE COUNTY, MISSOURI

By: Boone County Commission
DocuSigned by:

57400BED96434D4...
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

7D71DEAEB9D74DD...
CJ Dykhous, County Counselor

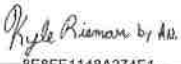
ATTEST:

DocuSigned by:

D267E242BFB948C...
Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:

8E8FE1148A374E1...
Signature 12/29/2023 Date 2040/6100 – 60100 - Term & Supply Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 2024

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of

January

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the Intergovernmental Agreement between the City of Columbia and the County of Boone for the FY2023 JAG grant.

Done this 11th day of January 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Introduced by Buffaloe

First Reading 12-4-23

Second Reading 12-18-23

Ordinance No. 025544

Council Bill No. B 305-23

AN ORDINANCE

authorizing an intergovernmental agreement with the County of Boone, Missouri relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2023 Local Solicitation; 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 an intergovernmental agreement with the County of Boone, Missouri relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2023 Local Solicitation. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

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

PASSED this 18th day of December, 2023.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

THE STATE OF MISSOURI
COUNTY OF BOONE

CONTRACT NO. 13-2024

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLUMBIA, MISSOURI AND COUNTY
OF BOONE, MISSOURI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2023 LOCAL SOLICITATION**

This Agreement is made and entered into this 19 day of December, 2023, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties anticipate a total allocation under this grant in the amount of \$43,810.00 hereinafter referred to as JAG funds, to COUNTY; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$26,286.00 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.

Section 2.

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$17,524.00 of JAG funds.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

BOONE COUNTY, MISSOURI

Through Its County Commission

By:



Kip Kendrick, Presiding Commissioner

ATTEST:



Brianna L. Lennon, County Clerk


APPROVED AS TO FORM:



C.J. Dykhouse, County Counselor

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 such appropriation sufficient to pay the costs arising from this contract.



Auditor 12/29/23
Date
2533 - 71250

CITY OF COLUMBIA, MISSOURI

DocuSigned by:
By: De'Carlton Seewood
556493977F59498
De'Carlton Seewood, City Manager

MS
9/7/23

ATTEST:

DocuSigned by:
Sheela Amin
4E7F069B88D40A
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Nancy Thompson
DA01C5AF796D4B2
Nancy Thompson, City Counselor

DS
ML

14 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 2024

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of January

20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement between the Curators of the University of Missouri and Boone County for Medical Examiner services for the 2024-2026 time period.

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

Done this 11th day of January 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

AGREEMENT

THIS AGREEMENT, made effective this 1st day of January 2024, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, for and on behalf of the University of Missouri Health Sciences Center, Department of Pathology & Anatomical Sciences (hereinafter referred to as the “University”) and BOONE COUNTY, MISSOURI, a political subdivision of the State of Missouri (hereinafter referred to as the “County”).

WITNESSETH

WHEREAS the County requires the services of physicians to perform the duties of County Medical Examiner for Boone County, and support services for the office of Medical Examiner; and

WHEREAS the University has available the services of a physician licensed in the State of Missouri and board certified in forensic pathology, and capability to provide support services:

NOW THEREFORE, it is mutually agreed as follows:

1. The University will make a physician licensed as above available to the County to perform the services of County Medical Examiner. This service shall be provided by Dr. Deirdre Amaro, M.D., or such other mutually agreed-upon qualified individual.
2. The University shall provide support services per Addendum A attached.
3. The initial term of this agreement shall be for a period of 12 months commencing on the 1st day of January 2024 and ending on the 31st day of December, 2024, with the contract automatically renewing for additional, 1-year terms through December 31, 2026, per the pricing in Addendum B, unless terminated by one of the parties pursuant to paragraph #4.
4. Either the University or the County may terminate this agreement by giving 30 days prior written notice.
5. The County shall pay the University at the rate detailed in Addendum B for the services provided. The sum shall be paid in equal monthly installments.
6. The County shall provide insurance coverage under its Public Official Errors and Omissions insurance policy; however, the County does not warrant that such policy will provide medical malpractice coverage.
7. Without waiving sovereign immunity or any other applicable immunity and to the extent authorized under Missouri law, the County agrees to indemnify, defend and hold harmless the University and its current and former employees, curators and affiliates (“indemnified parties”) from any and all claims, liabilities, losses, demands, lawsuits, causes of action or proceedings of any kind or nature, which the indemnified parties may incur arising out of, related to or resulting from the provision of the County Medical Examiner services pursuant to this Agreement with the exception of the indemnified parties’ own willful or intentional misconduct. The University agrees to promptly notify the County of any notice of claim or legal action arising out of the provision of services under this Agreement. Attorney services provided in furtherance of this indemnification clause shall be provided by the Boone County

Counselor's office or his designee or through the attorneys contracted by virtue of the insurance provided for in paragraph 6. The University agrees to cooperate in good faith in the defense and resolution of any such claim. This indemnity agreement shall survive the expiration or termination of this Agreement for claims related to services rendered under this Agreement prior to the termination of this Agreement.

8. If this Agreement involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if the County is a company with ten (10) or more employees, then the County certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
9. Any provision of this agreement which imposes a financial obligation on either party is conditioned on there being a sufficient unencumbered balance of funds appropriated for that purpose.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives effective as of the day and year stated above.

**THE CURATORS OF THE
UNIVERSITY OF MISSOURI**

By: J. Vince Cooper

BOONE COUNTY, MISSOURI

By: Kip Kendrick

Kip Kendrick, Presiding Commissioner

ATTEST:

Brianna L. Lennon
Brianna L. Lennon, County Clerk

Approved as to legal form:

CJ Dykhouse
CJ Dykhouse, County Counselor

Approved as to
Legal Form



EW2

Dec 19 2023

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 by J 12/29/23
Auditor Date

Addendum A

This addendum defines the Medical Examiner Support Services that provide a Death Investigator to supervise services for Boone County and the duly appointed Boone County Medical Examiner in the performance of duties of such office as prescribed by law.

1. Provision and supervision of adequate qualified personnel to provide death investigation services in Boone County under the direction of the Medical Examiner 365 days per year, 24 hours per day.
2. Death investigation services including, but not limited to, taking telephone reports of deaths, scene investigations and arrangement for body transport conducted under policies and procedures established by the Medical Examiner; handling and maintaining bodies and personal effects before and after external examination or autopsy under policies and procedures established by the Medical Examiner; assisting the Medical Examiner in the conduct of autopsies as directed by the Medical Examiner, preparation of required regulatory reports in connection with deaths as required by the Medical Examiner, and performing such other duties as the Death Investigator shall be authorized, or required to perform by the Medical Examiner in the performance of his/her duties in office.
3. Supply office materials and supplies, utilities, training, and telephones.
4. Calls/pages for body removal shall be answered within fifteen (15) minutes, at which time arrangements will be made regarding location and removal of the body.
5. Provide direction and arrangements for the proper transportation.
6. Ensure that all bodies transported pursuant to this agreement shall be properly identified with the deceased person's name, if known.
7. Comply with all applicable standards and requirements adopted by the Board of Health.
8. Dispose of all disposable supplies and bio-hazardous materials used in, or remaining from, transporting deceased individuals in a manner consistent with OSHA guidelines and all other applicable environmental codes, statutes, resolutions and ordinances of the United States, The State of Missouri, Boone County, Missouri, and the City of Columbia, Missouri.
9. Provide morgue facilities and equipment suitable for the performance and conduct of autopsies and for the refrigerated storage of bodies necessary for the satisfactory performance of the duties of the office of Medical Examiner.
10. Provide administrative and office support for the office of the Medical Examiner, including maintenance and administration of the Medical Examiner's annual budget, maintenance and preparation of reports and such other secretarial and clerical services, as are required by and budgeted for the Medical Examiner.
11. The University shall be responsible for all expenses and overhead necessary in performing the obligations of Medical Examiner Support Services, including all office and administrative

expenses, payroll, employee benefits, and employer required taxes and contributions for employees hired by the Contractor

12. The University, under the direction of the Medical Examiner, shall keep all official records as required by law and subject to any lawful privilege of confidentiality or other lawful privilege, make such records available to the Boone County Commission, Boone County Auditor, any independent outside auditor appointed by the County for internal audit purposes and to the general public under applicable open meetings and records law.
13. The University shall provide quarterly reports to the county in order to track services provided within thirty (30) days after receiving a written request for such report(s) from the County.

Addendum B

14. The University will bill Boone County, the annual sum of \$411,573 for all services performed by the Medical Examiner's office for calendar year 2024.
 - i. This shall include services of licensed physician described in section one to serve as Medical Examiner; Medical Examiner Office Support services (Death Investigator, Forensic technician, clerical staff, etc..) and all related testing and services, i.e. x-rays, toxicology, etc.
 - b. Monthly billing will be \$34,297.75.

15. Renewal pricing for the above-described services shall be as follows:
 - a. 1/1/2025-12/31/2025: \$423,920, to be paid in monthly installments.
 - b. 1/1/2026-12/31/2026: \$436,637, to be paid in monthly installments.

16. A comprehensive Profit and Loss statement for the Medical Examiner's office was performed in August of 2023 (Addendum C) and reviewed with CJ Dykhouse. In order for the Medical Examiner's office to continue to offer the same services we provide, with minimal deficit spending, the 2024 contract price should be at \$411,573. It was agreed by both parties that a 3 year plan (Addendum D) was the best approach and that we will renegotiate the 2027 contract after reviewing updated expense data along the same lines of Addendum C.

Addendum C

PATHOLOGY & ANATOMICAL SCIENCES MEDICAL EXAMINER OFFICE P&L STATEMENT

Fiscal year ending June 30, 2023

	FISCAL YEAR 2023	
	TOTAL	BOONE COUNTY (35.3)
REVENUES		
Contracted & Non-Contracted Cases	1,163,701	411,573
Total Revenue	1,163,701	411,573
EXPENSES		
Faculty Salary & Incentive	483,777	170,687
Staff Salary	250,460	88,368
Staff OT	25,900	9,138
Total Salary	760,137	268,194
Total Benefits	248,838	87,796
Total Salary & Benefits	1,008,975	355,989
Business travel	3,140	1,108
Bus travel-job candidate exp	928	327
Postage/Shipping & Delivery	2,467	871
Cell/Data/Pager charges	960	339
Business Meeting Expense-Food	618	218
Supplies	1,907	673
Lab supplies	29,905	10,551
Uniforms	851	300
Dues/memberships	359	127
Computing expense	1,077	380
Software - Non-Capital	252	89
Equipment - Non Capital	219	77
Laboratory - Non Capital	2,024	714
Professional &Consult services	204,592	72,185
Contracted Services	76,387	26,951
Laboratory - Capital	5,875	2,073
Total Operating Expense	331,560	116,982
TOTAL EXPENSES	1,340,535	472,971
EXCESS OF EXPENDITURES OVER REVENUES	(176,834)	(61,398)

Addendum D

Boone County

Projected 3 Year Contract Price

2023	2024	2025	2026
Actual	6%	3%	3%
\$388,276	\$411,573	\$423,920	\$436,637

CERTIFIED COPY OF ORDER

15-2024

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 11th day of January 20 24

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

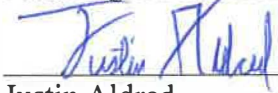
Now on this day, the County Commission of the County of Boone does hereby approve the attached Agreement for Purchase of Services for Contingency Funding between the Boone County Children's Service Board and Mary Lee Johnston Community Learning Center. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of January 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Community Services Department

Memorandum

TO: Boone County Commission
FROM: Kristin Cummins, Deputy Director
DATE: December 21, 2023
RE: First Reading: Contingency Funding – Mary Lee Johnston Community Learning Center

The Community Services Department requests approval for an Agreement for Purchase of Services for Mary Lee Johnston Community Learning Center. The contract was submitted by Mary Lee Johnston Community Learning Center as a Contingency Funding request to the Boone County Children's Services Fund. The contract will pay for early childhood education supplies, personnel expenses, and building repairs and equipment limited to 1509 Hinkson Avenue, 1505 Hinkson Avenue, and 1511 Hinkson Avenue.

The contract will begin upon approval by the Boone County Commission and extend through December 31, 2024. The total allowable compensation shall not exceed \$100,000.00 and will be provided through department number 2161 and account number 86850. The current fund balance is \$150,000.00.

c: Contract File

16 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 2024

County of Boone

In the County Commission of said county, on the

11th

day of

January

20 24

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

Now on this day, the County Commission of the County of Boone does hereby deny a request by Sandra Kay Whitesides to rezone from Agriculture-Residential (A-R) to Agriculture (A-2) on 16.1 acres located at 199 W Akeman Bridge Rd, Columbia.

Done this 11th day of January 2024.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

17-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 11th day of January 20 24

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

Now on this day, the County Commission of the County of Boone does hereby deny a request by Anna M. Bratton Revocable Trust to rezone from Agriculture (A-1) to Agriculture (A-2) on 10 acres located at 4483 E Log Providence Rd, Columbia.

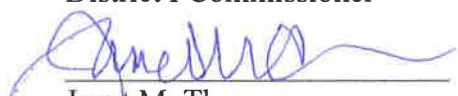
Done this 11th day of January 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

18-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 11th day of January 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve a request by 40-J Development LLC to rezone to Planned Light-Industrial (M-LP) on 180.71 acres located at 2200 N Route J.

And

Now on this day, the County Commission of the County of Boone does hereby approve a request by 40-J Development LLC to approve a Revised Review Plan for 40 and J Development on 180.71 acres located at 2200 N Route J, subject to the following conditions:

Phase 2

- 1) Improvements to the US Highway 40 – Route J intersection must be constructed prior to any building permits for any structures for Phase 2 building are issued. The improvements to this intersection are to include:
 - i) Eastbound Right-Turn Lane on Highway 40 at Route J.
 - ii) Westbound Right-Turn Lane on Highway 40 at Route J.
 - iii) Separate Westbound Left-Turn Lane on Highway 40 at Route J.
- 2) The following improvements are required to be constructed when the corresponding access is created:
 - i) Separate Westbound Left-Turn Lane on Highway 40 at the Midway USA drive. (This is already shown on the plan)
 - ii) Separate Eastbound Right-Turn Lane on Highway 40 at the Midway USA drive. (This is already shown on the plan)
 - iii) Separate Northbound Right-Turn Lane on Route J at the Midway USA north drive. (This is already shown on the plan)
- 3) If not already provided, the access connections of Phase 2 must be provided when permits for more than 600,000 square feet of building area for the entire property have been issued.
- 4) Lighting shall be shielded and oriented inward and downward to minimize glare and light trespass.

Done this 11th day of January 2024.



 Kip Kendrick
 Presiding Commissioner

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:

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

19 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 11th day of January 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve a request by T-Vine Enterprises to rezone from Agriculture (A-2) to Planned Moderate-Density Residential (R-MP) on 1.08 acres located at 7901 N Glen Meadows Dr, Columbia.

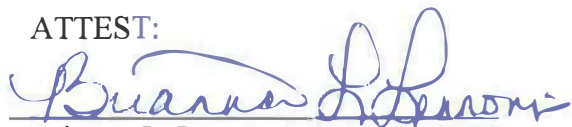
And

Now on this day, the County Commission of the County of Boone does hereby approve a request by T-Vine Enterprises to approve a Review Plan and Preliminary Plat on 1.08 acres located at 7901 N Glen Meadows Dr, Columbia, subject to the following condition:

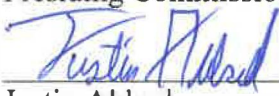
1. That future phases of Settlers Ridge will require a complete reassessment of traffic impacts prior to review of new development plans for the remaining property.

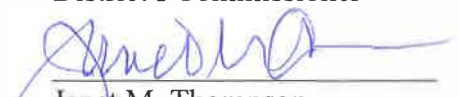
Done this 11th day of January 2024.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Staff Report for County Commission
RE: P&Z Agenda Items
January 4, 2024

The Planning and Zoning Commission reviewed the items on tonight's agenda at its December 21, 2023 meeting. The minutes of that meeting and the Boone County Zoning and Subdivision Regulations are incorporated into the record of this meeting.

1. Consent Agenda – Final Plats

Regarding Item 1, the consent agenda, the plats, items A and B, were approved by consent and are presented to you for receipt and acceptance. I ask that you waive the reading of the staff reports for these items and authorize the clerk to insert them into the meeting minutes.

A. Perche Loop Subdivision Plat 2. A-2. S32-T50N-R13W. Denise M. Lamonda, owner. Steve Proctor, surveyor.

The subject property is located off Lewis Lane, less than half a mile from the intersection of Lewis Lane and West Red Rock Road. The property is zoned Agriculture 2 (A-2) and is surrounded by A-2 zoning on all sides. The proposal is a replat of Perche Loop Subdivision recorded in book 10 page 152 of the Boone County records. The proposal seeks to modify tracts D, E, and F of Perche Loop Subdivision as well as include unplatted property into lots 1, 2, and 3 of the replatted subdivision. Lots 1 and 2 are 20 plus acre lots each with a dwelling and onsite wastewater lagoon. Lot 3 of the replatted subdivision is a 91.26-acre lot that is undeveloped.

Lot 1 has road frontage along North Lewis Lane, a publicly maintained roadway. Lots 2 and 3 are served by a 40' private access easement off North Lewis Lane. The applicants have not submitted a written request for a waiver to the traffic impact study. However, this area was already platted as a subdivision with a private access easement. Replatting this property is likely to have minimal impact on existing transportation infrastructure. Granting of a waiver to the traffic impact study is appropriate in this case.

Consolidated Water provides water service in this area. Boone Electric provides power. The Boone County Fire Protection District provides fire protection. The nearest station, Station 7, is 4.9 miles away.

Wastewater from the dwellings on lots 1 and 2 are handled by onsite sewage lagoons. The applicants propose the use of onsite sewage lagoon to serve future development on lot 3. The applicants have not submitted a request for a waiver to the sewer cost benefit analysis. However, this replat will not create any additional lots for development, nor will replatting this property make it feasible to construct a public sewer facility. Granting of a waiver to the sewer cost benefit analysis is appropriate in this case.

Perche Loop Subdivision was platted in 1971 and did not have recorded vacation procedures. County Commission order #438-2023 tentatively vacated Perche Loop Subdivision, subject to a replat compliant with the Subdivision Regulations, the vacation does not go into effect until the recording of the replat.

The property scored 27 points on the rating system.

Staff recommended approval of the plat and granting of waivers.

B. Harrison Subdivision. A-2. S33-T51N-R13W. David D. & Mary L. Ridge, owners. Jonathan Cole, surveyor.

The subject property is located on Voorheis Road, approximately 207 feet to the west of its intersection with Oak Grove School Road, six miles east of Harrisburg. The property is currently vacant. This proposal divides 3.5 acres from a 300+ acre parent parcel. The property is zoned Agriculture (A-2) and is surrounded by A-2 zoning. This is all original 1973 zoning.

The subject property is located on Voorheis Road, a public road. This plat is dedicating a full 66' right of way to the county, as the parent parcel is on both sides of Voorheis Road. The applicant has submitted a request to waive the traffic study requirement of the subdivision regulations.

The subject property is in Public Water Supply District #10 and the Boone Electric Cooperative service areas for water and electrical services.

On-site wastewater is proposed for this lot. Given the severity of the slopes on this property, an engineered on-site wastewater system is the most likely system to be proposed for use if development occurs. The applicant has submitted a request to waive the wastewater cost-benefit analysis requirement of the subdivision regulations.

The property scored 18 points on the rating system.

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

2. Request by Sandra Kay Whitesides to rezone from Agriculture-Residential (A-R) to Agriculture (A-2) on 16.1 acres located at 199 W Akeman Bridge Rd, Columbia. Appeal of a Recommendation for Denial by Planning and Zoning Commission. (Open public hearing)

The Planning and Zoning Commission conducted a public hearing on this request at its December 21, 2023 meeting and voted to recommend denial on a 5 to 4 vote. The applicant submitted a timely appeal.

The property is located at 199 W. Akeman Bridge Rd. approximately 400 feet west and 400 feet north of the intersection of N. HWY VV and W. Akeman Bridge Rd. The access to the property is across a separate property, Lot 5 of Whitesides' Acres Subdivision,

which is under the same ownership as the subject tract. The subject tract has no direct public road frontage nor direct access to a public roadway. The property is zoned Agriculture - Residential (A-R), which is the original zoning. All the neighboring property is also zoned A-R.

The stated purpose of this rezoning is to facilitate further division of the tract by family transfer. In 1977 the plat of Whitesides' Acres was created from the same overall original property. This plat severed the subject tract from the associated public road frontage. One of the owners that caused the plat to be created was a Sandra Kay Whitesides, the same name appears as the signatory on this rezoning application. The property contains a home and an approximately 3-acre lake. The lake is predominantly contained on the property. There are two outbuildings on the. An on-site wastewater system is assumed to be used for the current home.

The sufficiency of resources test was used to analyze this request. The resources typically used for this analysis can generally be broken down into three categories, Utilities, Transportation, and Public Safety Services.

Utilities: The property is in the Consolidated Water service area; the district has a 12-inch waterline along the north side of Akeman Bridge Road.

The Boone County Regional Sewer District has two sewer lines in the area. One within 500 feet of the property, the other less than 400-feet. Public sewer service may be available, although potentially costly for a single additional lot.

Transportation: Access to a publicly maintained paved road is by a gravel shared private driveway that crosses Lot 5 of Whitesides' Acres Subdivision.

Public Safety Services: The property is approximately 3.2 miles from Boone County Fire station 5 on Prathersville Road & 3.4 miles from station 7 on Dripping Springs Road.

Stormwater: Development on the site will be required to comply with the Boone County Stormwater Regulations.

Zoning Analysis:

The Master Plan designates this property as suitable for rural residential land use. The current zoning of the area is predominately A-R with adjoining Residential-Single Family (R-S). This indicates an expectation that this area will develop at a higher intensity than any development of an Agriculture 1 (A-1) or A-2 area would; this expectation was set with the original zoning.

Public entities have made significant investments in constructing infrastructure in this area to support the existing zoning and the expected levels of density. Downzoning this property undermines that investment. Comments received from the Water District

indicate a strong desire for new customers to support its investment in the 12-inch waterline.

Family transfers bypass the checks and balances of the subdivision regulations that try to ensure concurrency between creating new lots and the infrastructure that is necessary to support them. Rezoning the property to allow a family transfer facilitates development of additional lots without requiring the supporting infrastructure and can inhibit the extension of infrastructure to other neighboring properties. If rezoned to A-2, this property could potentially be divided into up to six lots by family transfer without any assessment of whether the lots are actually serviceable or buildable.

There are difficulties in developing the subject property. These have more to do with the physical features of the site and the previous subdivision and development decisions on the part of the property owners, than any defect of the existing A-R zoning. Approximately half of the property is rough terrain containing a stream and stream buffer, a lake with its associated dam, two outbuildings and a home with an assumed on-site wastewater system. In 1972, Hopper's Subdivision Block 1, segregated the property from the VV road frontage. In 1977, the plat of Whitesides' Acres segregated the property from its Akeman Bridge Road frontage. No public roadway extension or access was created or retained by this plat to facilitate potential further development of what is now the subject property.

The purpose of the proposed downzoning is to facilitate a property division by family transfer. If approved, the downzoning will convey a special privilege to this property owner that is not conveyed to other property owners in the area: the owners of this property will be able to utilize the Family Transfer exemption while other landowners in the area will not.

There is no discernable public purpose achieved by the downzoning. In fact, it contributes to the degrading of the uniform A-R zoning in the area. Degradation of the uniform zoning contributes to underutilization of the infrastructure that has been constructed. The proposed rezoning may also serve as a beacon that attracts similar requests that use the original downzoning as their justification to further downzoning.

Depending upon what is ultimately desired by the applicant, there are likely other subdivision alternatives that are not as problematic as a downzoning. The applicant has been invited to explore less intrusive options with our office.

There are sufficient resources available to support the request. It passes the sufficiency of resources test which then allows for further analysis. Where this proposal fails is when it is evaluated based on accepted planning principles.

The underutilization of the public infrastructure investment is a significant impediment to further public investment for the area because the potential development density is reduced as the likelihood of additional downzoning requests in the area increases. This deviation creates a dampening effect on public entities when making capital

infrastructure decisions for the area despite the subject tract being in the urban service area as determined by the point rating system.

In the short term the family transfer increases the intensity of development on the property without providing commensurate services. In this case it will result in at least one but potentially more additional dwelling units using the already substandard private drive for access. This localized minor intensification comes at the cost of introducing a disruptive zoning to the area that lessens the incentive for additional infrastructure investment both public and private in the area that was supported by the original zoning.

For these reasons, staff recommended denial of the request.

Staff notified 69 property owners about this request. The property scored 73 points on the rating system.

3. Request by Anna M. Bratton Revocable Trust to rezone from Agriculture (A-1) to Agriculture (A-2) on 10 acres located at 4483 E Log Providence Rd, Columbia. Appeal of a Recommendation for Denial by Planning and Zoning Commission. (Open public hearing).

The Planning and Zoning Commission conducted a public hearing on this request at its December 21, 2023 meeting and voted to recommend denial on a 6 to 3 vote. The applicant submitted a timely appeal.

The property is located off East Log Providence Road, a publicly maintained roadway. It is developed with a single-family dwelling, driveway connection to East Log Providence Road, and an onsite sewage lagoon. The property is in a designated sinkhole area. The property is 10-acres in size and zoned Agriculture 1 (A-1).

The surrounding zoning is as follows:

- North, East, South – A-1
- West – Agriculture 2 (A-2) and A-1

The A-1 zoning is original 1973 zoning. The A-2 property adjacent to the west was rezoned from A-1 to A-2 in 1992.

The proposal seeks to rezone the property from A-1 to A-2 to enable subdivision of 10 acres into four 2.5-acre lots, quadrupling the density of the property. The land division would be performed by family transfer to eligible family members. Family transfers are exempt from the requirements of the Subdivision Regulations.

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

Transportation: The property has partial road frontage along East Log Providence Road, a public 24-foot wide gravel road. Data from the most recent count along East Log

Providence Road west of the roundabout with South Tom Bass Road and Highway 63 is 409 Average Daily Traffic (ADT).

The existing home has direct driveway access onto East Log Providence Road. Three of the future lots would use a shared private drive to access Log Providence

Utilities: Consolidated Water supplies water service to the area. Boone Electric provides power. Wastewater is handled with onsite wastewater systems. The rezoning application indicates that the property owner intends to utilize subsurface wastewater systems for all four of the single-family dwellings. This would include replacing the existing lagoon with a subsurface wastewater system.

The applicant has provided soils morphology reports for each of the proposed family transfer lots. The soils morphology reports were prepared by a licensed soil evaluator to investigate the suitability of soils for the use of onsite wastewater systems. Staff review indicates that the soils on the property could support engineered subsurface wastewater systems. However, the soil scientist notes the presence of several sinkholes surrounding the property, many of which are not shown on the County's GIS. This suggests that there is a higher concentration of Karst features in the area than previously known.

Table 1 of Missouri 19 CSR 20-3.060 *Minimum Construction Standards for On-Site Sewage Disposal Systems* states that "Sewage tanks and soil absorption systems should never be located in the drainage area of a sinkhole." Based on the numerous identified sinkholes, it is yet to be determined whether any location on the property is outside of the drainage area of a sinkhole. The soils morphology report does not mention this regulation, it is an issue that would have to be addressed by the design engineer.

Stormwater: Development on the site will be required to comply with the Boone County Stormwater Ordinance. Any disturbance more than 3000ft² in environmentally sensitive areas require a Boone County Land Disturbance Permit for water quality controls and stormwater runoff. The lots will have to provide adequate area for stormwater BMPs, on site wastewater systems, and required setbacks. The remaining area would be available for building construction.

The property is in multiple environmentally sensitive areas including a designated sink hole area, and the Bonne Femme Creek Watershed. And, the northern portion of the property drains to a tributary of Turkey Creek, an Outstanding State Resource Water.

Public Safety: The property is in the Southern Boone County Fire Protection District. The nearest station, Station 19, is approximately 3.6 miles away.

Zoning Analysis: Any rezoning request should start with the assumption that the existing zoning on a property is correct. Examination of the existing infrastructure and environmental conditions present support the current 10-acre minimum of the A-1 zoning district. The future family transfer lots would be served by a private access easement and will not have direct access onto a public road.

East Log Providence Road is a local gravel roadway that will have to accommodate additional traffic of up to 30 trips per day, without any improvement to the roadway. Additional traffic on a local road could decrease the Fire District's response time in the event of an emergency. This is especially true since Log Providence is a single choke point connection for the entire localized area. The nearest through street, US 63, is approximately 1.8 miles away.

No public sewage infrastructure is available. Increased density would place additional strain on natural resources due to the impaired status of creeks in the watershed, the proximity to an Outstanding State Resource Waters, and numerous sinkholes. The rezoning would potentially enable three new onsite wastewater systems and four or more times the amount of impervious cover in an environmentally sensitive area of the county. The rezoning request is not part of a planned development. The County does not have a mechanism to impose any mitigating conditions if the rezoning request is approved.

For this rezoning request, a reexamination of the 1992 A-2 rezoning is appropriate. Planning and Zoning Commission minutes from May 21st, 1992 indicates that the Planning and Zoning Commission believed that karst topography and Subdivision Regulations at that time would limit any future development and mitigate impacts from the change in zoning. At the time of that rezoning request, the sensitive environmental nature of the area provided no regulatory triggers to prevent creation of lots down to 2.5 acres. The protection was vested in the A-1 zoning by limiting the number of lots and increasing the spacing and intensity of development, this protection was eliminated by the rezoning.

Since 1992, the County has adopted more advanced regulations on subdivisions and development in environmentally sensitive areas. These measures came about with a better understanding of karst topography and the interactions of surface water with groundwater resources. This reexamination is not to suggest that the Planning and Zoning Commission nor County Commission made an error in the rezoning case at that time. This analysis is to show that the neighboring A-2 zoning district was approved without the current body of knowledge and regulations that came about as a result.

Combining the current understanding of the sensitive environmental areas with a lack of public infrastructure to handle a higher density of development, this rezoning request does not meet the sufficiency of resources test. Approval of the request will be detrimental to the sensitive environmental features in the vicinity and will add traffic to an area with only one route for ingress and egress. The 10-acre minimum for the A-1 zoning district is appropriate for the property and any requests to rezone to a higher density should be denied.

The property scored 29 points on the point rating system. Staff notified 12 property owners of this rezoning request.

Staff recommended denial of the rezoning request.

4. Request by 40-J Development LLC to rezone to Planned Light-Industrial (M-LP) and to approve a Review Plan on 180.71 acres located at 2200 N Route J. (Open public hearing).

The Planning and Zoning Commission conducted a public hearing on this request at its December 21, 2023 meeting and voted to recommend approval on a unanimous vote.

The property is located at the immediate southeastern corner of the intersection of US Highway 40 and State Route J. The M-LP zoning went into effect in June of 2020. A revision to this plan was proposed and approved in 2021. The property is approximately 193-acres in size and is being developed as an industrial/office park campus. The area currently contains a large distribution center warehouse.

The current request is to revise the approved review plan to allow for the office building shown in phase 2 to potentially be modified from what is currently approved. The approved Final Plan indicates a 2-story office building of 69,000 square feet per floor for a total building of 138,000 square feet. The current proposal refines the development by adding flexibility to the plan to allow buildings to be built up to the maximum sizes shown, and in multiple phases, so long as the buildings are in the approved locations. Additionally, an option B has been proposed for the main office building that focuses on a smaller building and more compact parking and site circulation network. The location of the office building has not changed and the parking area around the proposed office has been altered to fit the new proposed footprint in this option.

This proposal has been evaluated and because this proposal is nothing more than a refinement of the currently approved plan with no additional potential for greater impact beyond the current approval, Staff recommends approval. The Master Plan identifies a “sufficiency of resources” test for determining whether there are sufficient resources available for the needs of the proposal. This test was met for the previous approval therefore, the request does still meet the sufficiency of resources test for service availability or potential availability. The existing conditions have been re-imposed as the underlying basis for the conditions remains unchanged. All original conditions placed upon the request are carried forward as they have been on each approved revised plan.

Staff notified 15 property owners about this request. The property scored 65 points on the rating system.

Staff recommends **approval** of the rezoning and review plan subject to the recognition that all the original conditions of approval are still in effect, the most currently relevant being the following conditions and sub-conditions:

1) Phase 2

- 1) Improvements to the US Highway 40 – Route J intersection must be constructed prior to any building permits for any structures for Phase 2 building are issued. The improvements to this intersection are to include:
 - i) Eastbound Right-Turn Lane on Highway 40 at Route J.
 - ii) Westbound Right-Turn Lane on Highway 40 at Route J.

- iii) Separate Westbound Left-Turn Lane on Highway 40 at Route J.
- 2) The following improvements are required to be constructed when the corresponding access is created:
 - i) Separate Westbound Left-Turn Lane on Highway 40 at the Midway USA drive. (This is already shown on the plan)
 - ii) Separate Eastbound Right-Turn Lane on Highway 40 at the Midway USA drive. (This is already shown on the plan)
 - iii) Separate Northbound Right-Turn Lane on Route J at the Midway USA north drive. (This is already shown on the plan)
- 3) If not already provided, the access connections of Phase 2 must be provided when permits for more than 600,000 square feet of building area for the entire property have been issued..
- 4) Lighting shall be shielded and oriented inward and downward as to minimize glare and light trespass.

5. Request by T-Vine Enterprises to rezone from Agriculture (A-2) to Planned Moderate-Density Residential (R-MP) and to approve a Review Plan and Preliminary Plat on 1.08 acres located at 7901 N Glen Meadow Dr, Columbia. (Open Public Hearing)

The Planning and Zoning Commission conducted a public hearing on this request at its December 21, 2023 meeting and voted to recommend approval on a unanimous vote. The proposal covers an undeveloped portion of the Settlers Ridge site at the northeastern and northwestern corners of the intersection of State Routes B & HH, north of Columbia. The property is zoned A-2(Agriculture). The A-2 is original 1973 zoning. This review plan and preliminary plat creates seven lots for single-family homes on the north side of Glen Meadow Drive, bridging the gap between Glen Meadow and Steiner Glen Drive. This proposal revises the previously proposed Planned Residential-Moderate Density (R-MP) zoning area, identified on the July 2022 Review Plan, into the seven R-MP lots suitable for development.

The surrounding zoning is as follows:

North – Agriculture (A-2)

North-East – Planned Residential Two-Family (R-DP)

East – Residential Two-Family (R-D)

South – Residential Moderate-Density (R-M)

West – A-2

Since the initial review plan and preliminary plat were approved for this property in 2001, five revised review plans/preliminary plats, six final plats, one final development plan, and three straight rezoning requests have been approved on this property. The most

recent review plan and preliminary plat were approved on the July 2022 agenda. This current plan is focused on the area of the proposed seven lots and such action is consistent with the small chunks of the overall Settler's Ridge development that are rezoned and platted over the last twenty years.

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

Utilities: The property is in Public Water Service District #4, the Boone County Fire Protection District, and the Boone Electric Cooperative service area. The subdivision will receive sewer service from the City of Columbia via a sewer main that was constructed for this project. A revised annexation agreement was executed on November 25, 2011. The agreement dictates the conditions under which sewer service will be provided to the property.

Transportation: A traffic impact analysis was completed in 2000, which identified several offsite road improvements. Those improvements were linked to a development phasing plan so that construction of the improvements would occur concurrently with the phase of the development that created the impact that was being mitigated. In 2011, Allstate Consultants completed a traffic analysis to evaluate the needs of the Settlers Ridge development in response to the level of development that had occurred at that time. That analysis indicated that the 2000 traffic impact analysis was still valid. As part of the 2022 update, A Civil Group submitted an analysis of current traffic conditions which indicates the same. However, considering the age of the 2000 traffic study, and with the concurrence of MoDOT, staff has determined that the next phase of Settlers Ridge will require a full-scale update to the 2000 traffic study.

Public Safety: The property is in the Boone County Fire Protection District, with the station on Highway HH being closest for service.

Zoning Analysis: This proposal is consistent with the current version of the Settlers Ridge Review Plan and Preliminary Plat that was approved July 2022.

The property scored 71 points on the rating system.

Staff recommends approval of the rezoning request, revised review plan, and preliminary plat with the following acknowledgement:

1. That future phases of Settlers Ridge will require a complete re-assessment of traffic impacts prior to review of new development plans for the remaining property.

20 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2024

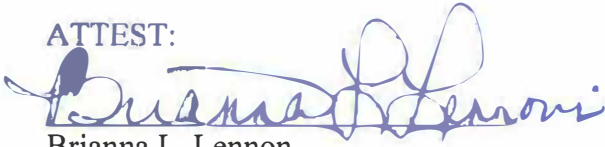
In the County Commission of said county, on the 11th day of January 20 24

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

Now on this day, the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Work Access Authorization to allow lining of the existing twin 72" CMP culverts at the Cow Branch Crossing of North Roger Wilson Memorial Drive.

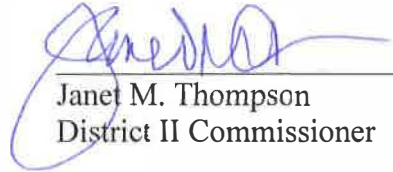
Done this 11th day of January 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



WORK ACCESS AUTHORIZATION

The landowner referred to below, by his/her signature to this authorization, agrees to permit workers under contract with the City of Columbia or their assigns to enter upon his/her property for the purpose of completing the work described below. By signing this authorization, such landowner also indicates that he/she has had the nature of the work to be performed explained to him/her.

Project Name: ARPA Stormwater Lining Project

Location of Work: North Roger Wilson Memorial Drive
Culvert Crossing at Cow Branch

Description of Work: The existing, twin 72" CMP pipes will be lined and access to the outfall end of the pipes will be required. Surface restoration will be completed on all disturbed areas.

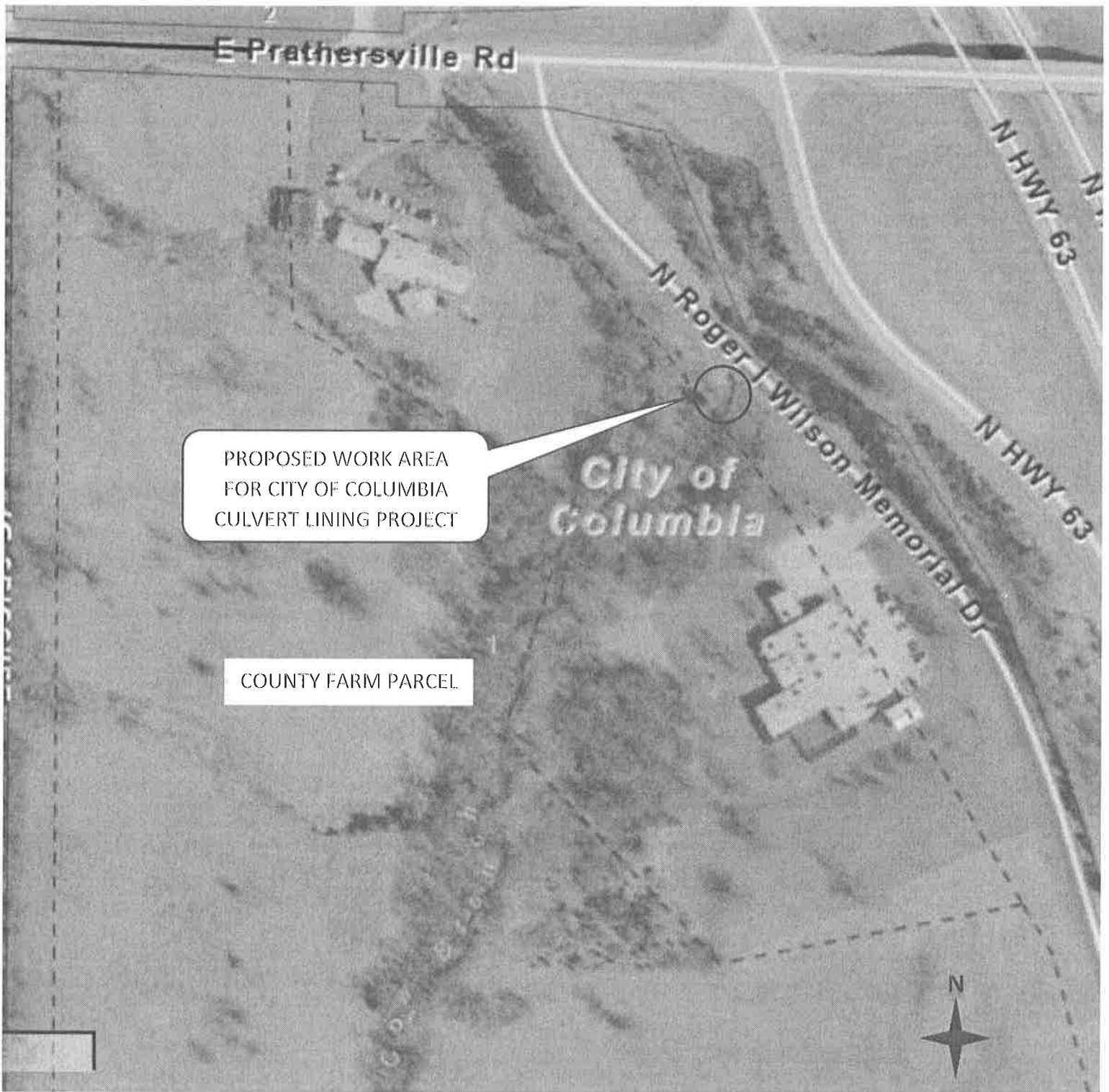
The undersigned landowner, by his/her signature, authorizes the work described above at the above location and represents by his/her signature that he/she is the owner of the property to which this authorization applies or is duly authorized to sign this authorization on behalf of the owners.

Landowner Name (Print): Kip Kendrick, Boone County Presiding Commissioner

Landowner Signature: Kip Kendrick **Date:** 1/11/2024

Mailing Address: 801 E. Walnut St., Rm 333, Columbia, MO 65201-7732

Daytime Phone No.: 573-886-4305



WORK ACCESS AUTHORIZATION WORK AREA LOCATION DISPLAY
CITY OF COLUMBIA CULVERT LINING PROJECT

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 11th day of January 20 24

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


Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation honoring Reverend Dr. Martin Luther King, Jr. and recognizing Monday, January 15, 2024, as Martin Luther King Jr. Day.

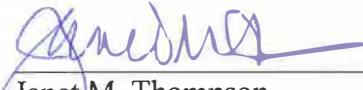
Done this 11th day of January 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner