

110-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

March Session of the January Adjourned

Term. 20<sup>24</sup>

In the County Commission of said county, on the 5th day of March 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 in Recognition of Missouri Farm Bureau Celebrate Agriculture -Thank a Farmer Week March 3 – March 9, 2024.

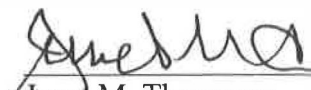
Done this 5<sup>th</sup> day of March 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

/// -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20<sup>24</sup>

County of Boone

} ca.

In the County Commission of said county, on the 5th day of March 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 request to convert Position 941, ETC Trainee (class code 409300, Range 32) from a 0.75 FTE benefitted position to a 0.5 FTE, part-time, non-benefitted Services Specialist position (class code 406400, Range 26) to be budgeted at 1,040 hours a year.

At a later date, the position can be converted to its original classification of a full-time, benefitted ETC Trainee at vacancy or at the department head's request during the next budget cycle.

Done this 5<sup>th</sup> day of March 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

112 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

March Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 5th day of March 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 C000753 (2/2024) with Petroleum Traders Corporation for the purchase of Gasoline and Diesel Fuel.

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

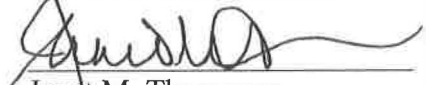
Done this 5<sup>th</sup> day of March 2024.

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 Purchasing

Amy Gerskin  
Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonecountymmo.org](mailto:agerskin@boonecountymmo.org)

---

**TO:** Boone County Commission  
**FROM:** Amy Gerskin, Buyer  
**DATE:** February 28, 2024  
**RE:** **C000753 – Cooperative Contract: 2/2024 – Gasoline and Diesel Fuel with Petroleum Traders Corporation**

Road and Bridge requests permission to utilize the City of Columbia, Missouri cooperative contracts 2/2024 to purchase Gasoline and Diesel Fuel. Recommendation for award is by line item, low bid with Primary and Secondary providers of MFA Oil Company and Petroleum Traders Corporation. Contracts are in effect through February 22, 2025, and have four, one-year renewals. The recommendation as the Primary Provider for all line items responded to in their bid response is Petroleum Traders Corporation.

Invoices from the Term and Supply contracts will be paid by department 2042 – RB-Maintenance Operations, account 59000 – Motor Fuel / Gasoline.

cc: Greg Edington, R&B  
Contract File

**PURCHASE AGREEMENT  
FOR  
GASOLINE AND DIESEL FUEL  
TERM AND SUPPLY**

**THIS AGREEMENT**, County contract **C000753**, dated the 5th day of March 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Petroleum Traders Corporation**, herein "Vendor."

**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 #C000744** for **Gasoline and Diesel Fuel – Term and Supply**, the City of Columbia Bid **2/2024** and any Addendums, and Boone County's Standard Terms and Conditions, as well as the Contractor's response completed and signed on January 24, 2024, by Joseph Vanderpool. All such documents shall constitute the contract documents incorporated herein by reference. If not attached, service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file. In the event of a conflict between any of the foregoing documents, this Purchase Agreement with the terms, conditions, provisions, and requirements contained in the bid specifications for the term and supply contract and Boone County Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with gasoline and diesel fuel when and as required by the County; purchases shall be made based on daily OPIS Fax-A-Rack prices at the Columbia, Missouri terminal plus the marginal increase outlined in the Contractor's bid response. The contractor further agrees to provide the tanks, stands, and those tanks with containment units at the County's remote sites.

**PRIMARY CONTRACTOR: Petroleum Traders Corporation is the Primary Supplier for the following:**

Line #	Description	Firm Price markup over Daily OPIS Wholesale Price.
<b>1</b>	<b>No. 2 Ultra Low Sulfur (ULS) Distillate</b>	
1.1	Price per gallon for transport load, minimum 7,000 gallons	-0.0510 cents
1.2	Price per gallon tank truck load, minimum 1500 gallons	.1551 cents
1.3	Less than tank truck load price per gallon	No Bid
<b>2</b>	<b>No. 1 ULS Distillate</b>	
2.1	Price per gallon for transport load, minimum 7,000 gallons	-0.0510 cents
2.2	Tank truckload, 1,500 gallons	.1551 cents
2.3	Less than tank truck load price per gallon	No Bid
<b>3</b>	<b>No. 2 ULS RED Distillate</b>	
3.1	Price per gallon for transport load, minimum 7,000 gallons	-0.0410 cents
3.2	Tank truckload, 1,500 gallons	.1661 cents

3.3	Less than tank truck load price per gallon	No Bid
4	<b>Unleaded Gasoline - Premium</b>	
4.1	Price per gallon for transport load, minimum 7,000 gallons	-0.0394 cents
4.2	Tank truckload, 1,500 gallons	.1710 cents
4.3	Less than tank truck load price per gallon	No Bid
5	<b>Unleaded Gasoline Containing 10% Ethanol</b>	
5.1	Price per gallon for transport load, minimum 7,000 gallons	-0.0394 cents
5.2	Price per gallon for transport load, minimum 7,000 gallons	.1710 cents
5.3	Less than tank truck load price per gallon	No Bid
6	Additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.) Price per gallon	.03 cents
7	BIODIESEL: Additional cost per gallon, in the various percentages up to and including 20%, would be added to the Ultra-Low Sulfur Distillate Fuel product markup price and included as an attachment to this pricing section in your bid response	B2: 0.0500 B5: 0.0500 B11: 0.1000 B20: 0.2000

3. **Contract Period** – The contract period is **from February 23, 2024, through February 22, 2025, with Four (4) additional one-year renewals.**
4. **Delivery** – The Vendor agrees to deliver within twenty-four (24) hours after receiving written notice from the County and per the bidding specifications and Contractor’s bid response. The Vendor agrees to deliver equipment as outlined in the bid documents and within 30 days after receipt of the order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201. If delivery is not or cannot be made within this period, the contractor must receive written authorization from the Boone County Road & Bridge Department for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.

All deliveries shall be made **FOB Destination with freight prepaid and charged back.** The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the freight bill should be attached to the invoices as evidence of correct freight billing.
5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road and Bridge Department at 5551 S. Tom Bass Road, Columbia, MO, 65201. The invoice must reference the Purchase Agreement number stated in paragraph 1. Billings may only include the prices listed on the quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. 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, that the billing dispute is resolved in favor of the Vendor, 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.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

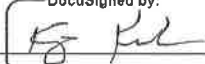
**PETROLEUM TRADERS CORPORATION**

**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
DocuSigned by:  
1D8175B081CC4CD...

By: Boone County

Title Contract Sales Manager

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

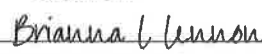
Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

 \_\_\_\_\_  
DocuSigned by:  
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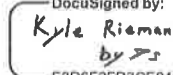
CJ Dykhouse, County Counselor

 \_\_\_\_\_  
DocuSigned by:  
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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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

 \_\_\_\_\_  
DocuSigned by:  
E3D8F2FD3CE04B1...

2/29/2024

2042/59000 Term and Supply

Signature

Date

Appropriation Account

## **STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in the County's sole discretion, shall give the County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided to submit bids, return the bid and bid sheets comprised in this bid, give the unit price, and extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entity contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses



required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form, or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, the Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.
24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

113-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

March Session of the January Adjourned

Term. 2024

County of Boone

In the County Commission of said county, on the

5th

day of March

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 C000744 (2/2024) with MFA Oil Company for the purchase of Gasoline and Diesel Fuel.

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

Done this 5<sup>th</sup> day of March 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 Purchasing

Amy Gerskin  
Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonecountymmo.org](mailto:agerskin@boonecountymmo.org)

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**TO:** Boone County Commission  
**FROM:** Amy Gerskin, Buyer  
**DATE:** February 28, 2024  
**RE:** **C000744 – Cooperative Contract: 2/2024 – Gasoline and Diesel Fuel**

Road and Bridge requests permission to utilize the City of Columbia, Missouri cooperative contracts *2/2024* to purchase Gasoline and Diesel Fuel. Recommendation for the award is by Primary and Secondary providers by line-item price. MFA Oil Company is recommended to be the Secondary Provider for all line items in the contract. Contracts are in effect through February 22, 2025, and have four, one-year renewals.

Invoices from the Term and Supply contracts will be paid by department 2042 – RB-Maintenance Operations, account 59000 – Motor Fuel / Gasoline.

cc: Greg Edington, R&B  
Contract File

**PURCHASE AGREEMENT  
FOR  
GASOLINE AND DIESEL FUEL  
TERM AND SUPPLY**

**THIS AGREEMENT**, County contract **C000744**, dated the 5th day of March 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MFA Oil Company**, herein "Vendor."

**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 #C000744** for **Gasoline and Diesel Fuel – Term and Supply**, the City of Columbia Bid **2/2024** and any Addendums, and Boone County's Standard Terms and Conditions, as well as the Contractor's response completed and signed on January 26, 2024, by Shawn Stoermer. All such documents shall constitute the contract documents incorporated herein by reference. If not attached, service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file. In the event of a conflict between any of the foregoing documents, this Purchase Agreement with the terms, conditions, provisions, and requirements contained in the bid specifications for the term and supply contract and Boone County Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with gasoline and diesel fuel when and as required by the County; purchases shall be made based on daily OPIS Fax-A-Rack prices at the Columbia, Missouri terminal plus the marginal increase outlined in the Contractor's bid response. The contractor further agrees to provide the tanks, stands, and those tanks with containment units at the County's remote sites.

**SECONDARY CONTRACTOR: MFA Oil Company is the Secondary Supplier for the following:**

<b>Line #</b>	<b>Description</b>	<b>Firm Price markup over Daily OPIS Wholesale Price.</b>
<b>1</b>	<b>No. 2 Ultra Low Sulfur (ULS) Distillate</b>	
1.1	Price per gallon for transport load, minimum 7,000 gallons	.06 cents
1.2	Price per gallon tank truck load, minimum 1500 gallons	.20 cents
1.3	Less than tank truck load price per gallon	.30 cents
<b>2</b>	<b>No. 1 ULS Distillate</b>	
2.1	Price per gallon for transport load, minimum 7,000 gallons	.06 cents
2.2	Tank truckload, 1,500 gallons	.20 cents
2.3	Less than tank truck load price per gallon	.30 cents
<b>3</b>	<b>No. 2 ULS RED Distillate</b>	
3.1	Price per gallon for transport load, minimum 7,000 gallons	.06 cents
3.2	Tank truckload, 1,500 gallons	.20 cents
3.3	Less than tank truck load price per gallon	.30 cents

<b>4</b>	<b>Unleaded Gasoline - Premium</b>	
<b>4.1</b>	Price per gallon for transport load, minimum 7,000 gallons	.06 cents
<b>4.2</b>	Tank truckload, 1,500 gallons	.20 cents
<b>4.3</b>	Less than tank truck load price per gallon	.30 cents
<b>5</b>	<b>Unleaded Gasoline Containing 10% Ethanol</b>	
<b>5.1</b>	Price per gallon for transport load, minimum 7,000 gallons	.06 cents
<b>5.2</b>	Price per gallon for transport load, minimum 7,000 gallons	.20 cents
<b>5.3</b>	Less than tank truck load price per gallon	.30 cents
<b>6</b>	Additive for the summer and winter months (in lieu of mixing #1 and #2 diesel.) Price per gallon	.03 cents
<b>7</b>	BIODIESEL: Additional cost per gallon, in the various percentages up to and including 20%, would be added to the Ultra-Low Sulfur Distillate Fuel product markup price and included as an attachment to this pricing section in your bid response	B20 + .32 cents

3. **Contract Period** – The contract period is **from February 23, 2024, through February 22, 2025, with Four (4) additional one-year renewals.**
4. **Delivery** – The Vendor agrees to deliver within twenty-four (24) hours after receiving written notice from the County and per the bidding specifications and Contractor’s bid response. The Vendor agrees to deliver equipment as outlined in the bid documents and within 30 days after receipt of the order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201. If delivery is not or cannot be made within this period, the contractor must receive written authorization from the Boone County Road & Bridge Department for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.  
  
All deliveries shall be made **FOB Destination with freight prepaid and charged back.** The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the freight bill should be attached to the invoices as evidence of correct freight billing.
5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road and Bridge Department at 5551 S. Tom Bass Road, Columbia, MO, 65201. The invoice must reference the Purchase Agreement number stated in paragraph 1. Billings may only include the prices listed on the quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. 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, that the billing dispute is resolved in favor of the Vendor, 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.
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

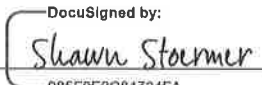
7. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

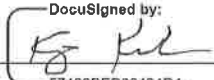
**MFA Oil Company**

**BOONE COUNTY, MISSOURI**

By  \_\_\_\_\_  
DocuSigned by:  
98SF0E2C84704FA...

By: Boone County

Title Busniess development

 \_\_\_\_\_  
DocuSigned by:  
57400BED98434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

 \_\_\_\_\_  
DocuSigned by:  
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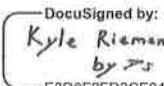
CJ Dykhous, County Counselor

 \_\_\_\_\_  
DocuSigned by:  
0267E242BFB948C...

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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

 \_\_\_\_\_  
DocuSigned by:  
E3D6F2FD3CE04B1...

2/29/2024

2042/59000 Term and Supply

Signature

Date

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 5th day of March 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 an ARPA Funding Beneficiary Agreement with Columbia Center for Urban Agriculture for a Community Welcome Center for \$1,500,000.00.

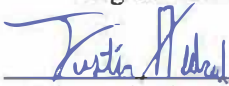
The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

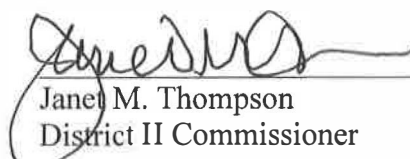
Done this 5<sup>th</sup> day of March 2024.

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 Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: January 30, 2024  
RE: ARPA Funding Beneficiary: *C000734 – Community Welcome Center with Columbia Center for Urban Agriculture*

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract # *C000734 – Community Welcome Center with Columbia Center for Urban Agriculture*. This project is for the construction and operation of the Community Welcome Center which will contain a commercial kitchen, event space, a resource library, and office space to support the ongoing and new programs. Some programs that will be supported include meal distribution and produce gardening for hunger relief, educational programs for children related to health, food, and nature, backyard gardens for low-income families, and other programs related to job and skills training, and wrap around services to combat housing and food insecurity.

Contract award is for a not to exceed amount of \$1,500,000.00 and will be paid from department 2983 – American Rescue Plan Act, account 82400 – Other Contracts.

Attached is a list of all funded and anticipated funded projects.







## AGREEMENT FOR ARPA BENEFICIARY FUNDING

Boone County Contract #C000734

Community Welcome Center

**THIS AGREEMENT** dated the 5th day of March, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Columbia Center for Urban Agriculture (herein "Agency")**, with an effective date of the County's execution of this Agreement.

**WHEREAS**, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

**WHEREAS**, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

**WHEREAS**, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

**WHEREAS**, County desires to assist Agency with Assistance to Impacted Nonprofits; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

- a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:
  - i. Complete the work set out in the attached Scope of Work.
  - ii. Agency will ensure compliance with all applicable federal and state laws and regulations in the administration of the project.
  - iii. Agency will present draw-down requests on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
  - iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
  - v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
  - vi. Agency will present appropriate documentation to support the full draw down of the funding contemplated in this agreement no later than June 30, 2024.
- b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:
  - i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.

5. **Certification at conclusion of services under Agreement.** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- b. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- c. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- d. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.

- e. The person signing the final certification has authority to do so on behalf of and for Agency.

6. **Audits and Records Retention.** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

7. **Modification or Amendment.** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

8. **Compliance with Laws.** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

9. **Discrimination.** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

10. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

11. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or

- b. If appropriations are not made available and budgeted as required by Missouri law.

12. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

13. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

14. **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.

15. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

16. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to [boonecountyarpa@boonecountymmo.org](mailto:boonecountyarpa@boonecountymmo.org)
- b. Any written notice or communication to **Agency** shall be emailed to [billyp@columbiaurbanag.org](mailto:billyp@columbiaurbanag.org) and/or mailed or delivered to: Columbia Center for Urban Agriculture, PO Box 1742, Columbia, MO 65205.

[This space is intentionally blank. Signatures appear on following page.]

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

**Agency**

By: Columbia Center for Urban Agriculture

**Boone County, Missouri**

By: Boone County Commission

DocuSigned by:  
*Billy Polansky*  
5E46EFB09E6B474...

DocuSigned by:  
*Kip Kendrick*  
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

Approved as to Legal Form:

ATTEST:

DocuSigned by:  
*J. Dykhouse*  
7D71DEAE69D74DD...

DocuSigned by:  
*Brianna L. Lennon*  
D267E2428F6948C... CJ

Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

**BOONE COUNTY 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: <i>Kyle Riemer</i> by J 8C24BD64EE7A483...	2/13/2024	2983-84200 / \$1,500,000
Signature	Date	Appropriation Account

115-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

March Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 5th day of March 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 C000746 (060122-BAI) with CMW Equipment for the purchase of one (1) BOMAG Model BW 138 AD-5 Tandem Roller.


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


Done this 5<sup>th</sup> day of March 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 Purchasing

**Amy Gerskin**  
Buyer



5551 S. Tom Bass Rd.  
Room 206  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonecountymo.org](mailto:agerskin@boonecountymo.org)

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Gerskin  
DATE: February 9, 2024  
RE: C000746 - Sourcewell Cooperative Contract: #060122-BAI – Roadway Paving Equipment

The Boone County Road & Bridge Department requests permission to utilize Sourcewell contract #060122-BAI – Roadway Paving Equipment to purchase one (1) BOMAG Model BW 138 AD-5 Tandem Roller. The Boone County contract number is C000746.

The cost of this purchase is \$65,517.00 and will be paid by department 2040 – Road and Bridge Maintenance, account 92300 – Replacement Machinery and Equipment. The 2024 total budgeted amount is \$72,200.00.

cc: Greg Eddington, Robert Sapp, R&B  
Contract File





**PURCHASE AGREEMENT  
FOR  
BOMAG TANDEM ROLLER**

**THIS AGREEMENT**, County contract **C000746**, awarded from Sourcewell contract **060122-BAI**, dated the 5th day of March 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **CMW Equipment**, herein "Vendor."

**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 #C000746** for **One (1) BOMAG Model BW 138 AD-5 Tandem Roller**, in compliance with all bid specifications and any addendum issued for the Sourcewell contract 060122-BAI, CMW Equipment Quote dated 1/30/2024, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents incorporated herein by reference. If not attached, service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, Sourcewell contract 060122-BAI, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **One (1) BOMAG Model BW 138 AD-5 Tandem Roller** as specified in the CMW Equipment Quote dated 1/30/2024 for a firm total price of \$64,217.00.

<b>BOMAG Model BW 138 AD-5 Tandem Roller</b>	<b>\$89,814.00</b>
45.1 hp Kubota tier 4-final diesel engine	
54.3" wide Drum	
Two scrappers per Drum	
Pressure Sprinkler System with Interval Switch	
Hydrostatic Front and Rear Drive	
Multi-Function Travel Level and Display	
Sliding Operating Seat	
Work Lights (Front and Rear)	
Strobe Light	
Battery Disconnect Switch	
3000 VPM with 9,920 lb. Operating Weight	
Hinged Open ROPS	
Back-up Alarm	
Vandal Protection	
Freight	\$1,300.00
Less Sourcewell Discount <b>28.5%</b>	-\$25,597.00
<b><u>TOTAL:</u></b>	<b><u>\$65,517.00</u></b>

3. **Contract Period** - The contract period is **from the Date of Award through August 1, 2026**.
  
4. **Delivery** – The Vendor agrees to deliver equipment as outlined in the bid documents and within 30 days after receipt of the order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201. If delivery is not or cannot be made within this period, the contractor must receive written authorization from the Boone County Road & Bridge Department for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.  
  
All deliveries shall be made **FOB Destination with freight prepaid and charged back**. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the freight bill should be attached to the invoices as evidence of correct freight billing.
  
5. **For Fixed Asset Tracking** – Send a list of the equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of the purchase order.
  
6. **Warranty** – The standard manufacturer warranty shall be provided to the County at the time of the County's acceptance.
  
7. **Billing and Payment** - All billing shall be invoiced to the Boone County Road and Bridge Department at 5551 S. Tom Bass Road, Columbia, MO, 65201. The invoice must reference the Purchase Agreement number stated in paragraph 1. Billings may only include the prices listed on the quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. 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, that the billing dispute is resolved in favor of the Vendor, 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.
  
8. **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.
  
9. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
  - d. If appropriations are not made available and budgeted for any calendar year.

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

**CMW EQUIPMENT**

**BOONE COUNTY, MISSOURI**

DocuSigned by:  
By Doug Cornett  
686319836289444...

By: Boone County

Title Sales Coordinator

DocuSigned by:  
Kip Kendrick  
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:  
CJ Dykhouse  
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

DocuSigned by:  
Brianna L. Lennon  
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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
Kyle Rieman  
by KS  
E3D6F2FD3CE04B1...

2/13/2024

2040/92300: \$65,517.00

Signature

Date

Appropriation Account

116-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

March Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 5th day of March 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 Conditional Use Permit for Manufacture or Assembly of Metal Products in the Light Industrial zoning district at 51 N Rangeline Road, Columbia, subject to the following conditions:

- 1) That manufacturing activities be in buildings designed to minimize light, heat, exhaust, and noise impacts to surrounding properties.
- 2) A landscaping/buffering plan shall be proposed to break up sight lines and mitigate impacts to properties to the south. This is not intended to be a complete visual screening of the site. This plan will include a planting schedule to mix the species in a manner to promote the health of the proposed buffer, a replacement schedule for diseased/dying/dead planting replacement, and a disease-resistant long-living species list/schedule appropriate to the site prepared by an Arborist/Landscape Architect. This plan will be confined to the south property line and subject to the approval of the Director of Resource Management.

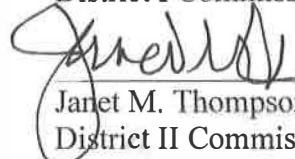
Done this 5<sup>th</sup> day of March 2024.

ATTEST:

  
 Brianna L. Lennon  
 Clerk of the County Commission

  
 Kip Kendrick  
 Presiding Commissioner

  
 Justin Aldred  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner

117 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

March Session of the January Adjourned

Term. 2024


In the County Commission of said county, on the 5th day of March 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 John Sam Williamson Jr. to rezone from Agriculture (A-1) to Agriculture (A-2) on 3.48 acres located at 4100 S Route O, Columbia.

Done this 5<sup>th</sup> day of March 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**  
**February 27, 2024**

Request by PC & R Properties LLC for a conditional use permit to allow manufacture or assembly of metal products in the Light Industrial (M-L) zoning district located at 51 N Rangeline Road, Columbia. (open public hearing)

The Planning and Zoning Commission conducted a public hearing on this request at its February 15, 2024 meeting and voted to recommend approval on a unanimous vote.

The subject property is located is approximately ½ mile south of Interstate 70, at the northeastern corner of the intersection of Richland Road and Rangeline Road. The property is approximately 6 acres in size and zoned Light Industrial (M-L). The surrounding zoning is as follows:

North – (M-L)  
South – Agriculture (A-1)  
East – (M-L)  
West – (M-L)

On the property, one building is identified as office space, the other as mixed office space and manufacturing. The application identifies a new building, an approximately 12,000 square foot manufacturing/warehouse facility. The applicant operates a small part/custom manufacturing facility at this site. This request is to bring the site's activities into compliance with the zoning ordinance to support expansion of the business.

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.

The use has been active on this site with no noted complaints to Boone County Resource Management, indicating that this request should meet this criterion. Future users of this conditional use permit may have a more intense level of use for this site with this conditional use

permit. A condition is proposed to limit the off-site impacts of the metal manufacturing use on this property. Public testimony may provide more information.

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

The bulk of the surrounding properties are industrial/commercial uses. While the property to the south is agriculturally zoned, the zoning of the subject tract has been unchanged since the establishment of Planning & Zoning in Boone County. This proposal is consistent with current activity on surrounding developed property. This proposal should not impact the property values of surrounding properties.

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

The subject property has direct access to Richland Road and Rangeline Road. Both are publicly dedicated and publicly maintained roadways. Water and electrical services to support this use are present. The proposal can meet this criterion.

(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.

The surrounding properties developed prior to the submittal of this conditional use permit and the approval of this permit will not impede any re-development of those sites. Undeveloped sites to the south may be impacted by the establishment of this conditional use permit. The development of the sites to the south seems likely, given the increased use of Richland Road as a significant roadway due to developments further west. Conditions limiting the visual impact to the properties to the south have been proposed as part of the recommendations for this conditional use permit. The proposal can meet this criterion.

(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.

Existing points of access to public roads for this property will not be changed by the establishment of this conditional use permit. The proposal will not result 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 conditional use permit request is to bring the current use of the property into compliance with the zoning regulations and to allow for expansion of the site's activities in a future building. This request is consistent with current and past development in the general vicinity of the subject property. Based on information available, this proposal can meet the standards for approval. The conditions proposed below were designed to best-fit the use to this location.

The property scored 76 points on the rating system.

Staff recommends approval of the conditional use permit with the following conditions:

1) Manufacturing activities shall be in buildings designed to minimize light, heat, exhaust, and noise impacts to surrounding properties.

2) A landscaping/buffering plan shall be proposed to break up sight lines and mitigate impacts to properties to the south. This is not intended to be a complete visual screening of the site. This plan will include a planting schedule to mix the species in a manner to promote the health of the proposed buffer, a replacement schedule for diseased/dying/dead planting replacement, and a disease-resistant long-living species list/schedule appropriate to the site prepared by an Arborist/Landscape Architect. This plan will be confined to the south property line and subject to the approval of the Director of Resource Management.

3. Request by John Sam Williamson Jr to rezone from Agriculture 1 (A-1) to Agriculture 2 (A-2) on 3.48 acres located at 4100 S Route O, Columbia. (Open public hearing)

The Planning and Zoning Commission conducted a public hearing on this request at its February 15, 2024 meeting and voted to recommend approval on a unanimous vote.

This request covers the property between State Route O and Nebo Cemetery Rd approximately 250 feet northeast of the intersection of Nebo Cemetery Rd & State Route O. This rezoning request involves two tax parcels each of which has small appendages that are found on the opposite side of the roadway from the bulk of the tax parcel. This is because of the age of some of the underlying land divisions, some of which are New Madrid surveys, and improvements to the public roads over time. The main tax parcel involved is currently split zoned with the northern triangular portion of the parcel zoned Agriculture 2 (A-2) and the southern portion, a little over 3-acres, zoned Agriculture 1 (A-1). All the surrounding properties are zoned either A-1 or A-2 and these are all original 1973 zonings.

The request is to rezone the A-1 portion of this tax parcel, currently, 15-900-35-00-004.02 01 to A-2. Included in the area to be rezoned are two small adjoining mostly triangular portions of a 105.85-acre parcel that predominantly is found across the road to the east. These triangles are on the western side of Nebo Cemetery Rd and are currently considered part of tax parcel number 15-900-35-00-002.00 01 despite being on the opposite side of the road from the bulk of this tax parcel. It is anticipated that after a successful rezoning the property will be platted into a single lot on the west of the road and that a survey and/or deed work will combine all the remaining portions that are east of the road into a single tax parcel making the roadway the boundary between the two.

The Boone County Master Plan identifies this area as being suitable for agriculture and rural residential land uses. The Boone County Master Plan designates a sufficiency of resources test for the evaluation of zoning changes where each proposal is evaluated to see if sufficient utility, transportation, and public safety infrastructure is in place to support the change in zoning. The sufficiency of resources test provides a “gatekeeping” function. Failure to pass the test should result in denial of a request. Success in passing the test should result in further analysis.

Utilities: The subject property is in Consolidated Public Water Service District #1 for water service with only a 4-inch main that can't produce fire flow, the Boone County Fire Protection District for fire protection, and the Boone Electric Cooperative service area. A future platted lot will likely be proposed for on-site wastewater.

Transportation: It is likely that road access will have to be off Nebo Cemetery Rd however much of this frontage is in the floodplain and could be problematic. It may be possible to obtain access directly off State Route O.

Public Safety: The property is in the Boone County Fire Protection District, with Station 14 on Scott Blvd and Station 9 on Henderson Rd each being 7 miles away and the closest for service.

Zoning Analysis: This proposal is consistent with the immediate area's zoning and land use. This rezoning can be viewed as a clean-up action which will allow for proper platting and use of the subsequent lot. This proposal is sound as a clean-up action even though it doesn't fully meet the sufficiency of resources test. This is especially true when considering that no uses applicable to the property are changing under the rezoning as the A-1 and A-2 use lists are the same with the exception of some different lot size minimums; the property size before and after platting does not end up big enough for the distinctions to matter. The future platted lot will be eligible for one single family dwelling.

The property scored 30 points on the rating system.

Staff recommended approval of the rezoning request.

118-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

March Session of the January Adjourned

Term. 2024

In the County Commission of said county, on the 5th day of March 20 24

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

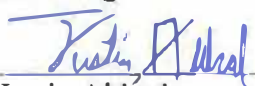
Now on this day, the County Commission of the County of Boone does hereby approve the application for Organizational Use of the Boone County Commission Chambers by Parley P. Pratt Freedom Run on July 4, 2024, from 6:30AM until 10:00AM.

Done this 5<sup>th</sup> day of March 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

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



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

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

Organization: Parley P Pratt Freedom Run

Address: 2705 Bristol Lake Dr

City: Columbia State: MO ZIP Code 65201

Phone: 573-356-5346 Website: PPPFreedomRun.com

Individual Requesting Use: Dwight Koga Position in Organization: Co-Director

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic (restrooms only)

Event: Parley P Pratt Freedom Run

Description of Use (ex. Speaker, meeting, reception): use of government building restrooms

Date(s) of Use: July 4, 2024

Start Time of Setup: 6am AM/PM Start Time of Event: 7am

End Time of Event: 10am AM/PM End Time of Cleanup: 10:30am

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

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

Organization Representative/Title: Dwight Koga, Co-Director

Phone Number: 573-356-5346 Date of Application: 2/16/2024

Email Address: Dwight.koga@gmail.com


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

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

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

ATTEST:

BOONE COUNTY, MISSOURI

  
County Clerk  
DATE: 3/5/2024

  
County Commissioner