### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 05

County of Boone

In the County Commission of said county, on the

8<sup>th</sup> day of March

20 05

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

Now on this day the County Commission of the County of Boone does hereby approve the disposal of the following vehicles and authorize the Presiding Commissioner to sign said disposal request forms and vehicle titles:

- 1996 Jeep Cherokee 4x4, VIN: 1J4J28S6TL221995
- 2003 GMC Van Savanna one ton, VIN: 1GTHG39UX31156146

Done this 8<sup>th</sup> day of March, 2005.

Keith Schnarre

**Presiding Commissioner** 

ATTEST:

Clerk of the County Commission

absent

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

# **Boone County Purchasing**

Melinda Bobbitt, CPPB Director of Purchasing



601 E.Walnut, Room 208 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

Email:mbobbitt@boonecountymo.org 95-2005

### **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Melinda Bobbitt, CPPB

Director of Purchasing

RE:

Disposal of Totaled Vehicles

DATE:

February 28, 2005

Carol Wilson of our Clerk's Office has requested to dispose of the two totaled vehicles. We will be turning the vehicles and titles over to Thomas McGee. The vehicles are as follows:

1996 Jeep Cherokee 4x4 Vin #: 1J4J28S6TL221995

2003 GMC Van Savanna one ton Vin #: 1GTHG39UX31156146

cc:

Sue Lake, Auditor Greg Edington, PW Carol Wilson, Auditor Captain Braun, Sheriff

### **BOONE COUNTY**

### REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

40 gm, mmm

DATE: 01/28/05 FIXED ASSET TAG NUMBER: 10504 DESCRIPTION: 1996 Jeep Cherokee 4x4 - Red REQUESTED MEANS OF DISPOSAL: SELL RECEIVED OTHER INFORMATION: Request to sell on GovDeals.com JAN 3 1 2005 **BOONE COUNTY AUDITOR** CONDITION OF ASSET: Poor/wrecked - Total loss per insurance adjuster REASON FOR DISPOSITION: Inoperable DESIRED DATE FOR ASSET REMOVAL TO STORAGE: At County North Facility SIGNATURE **DEPARTMENT: 2045 AUDITOR** ORIGINAL PURCHASE DATE 3/21/0 ORIGINAL COST ORIGINAL FUNDING SOURCE TRANSFER CONFIRMED\_ **COUNTY COMMISSION / COUNTY CLERK** APPROVED DISPOSAL METHOD: TRANSFER DEPARTMENT NAME NUMBER LOCATION WITHIN DEPARTMENT\_ INDIVIDUAL TRADE SEALED BIDS AUCTION - title + regions go to Thomas McGel COMMISSION ORDER NUMBER 95-2005 DATE APPROVED

### **BOONE COUNTY**



REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 2-25-05	FIX	ED ASSET TAG NUMBER:	13'949
DESCRIPTION: 03	GMC Van	Savanna o	ne ton
REQUESTED MEANS	OF DISPOSAL: SELI		
OTHER INFORMATION	N: Totalted in	renick Acciden	1+
CONDITION OF ASSET	:Totalled		
REASON FOR DISPOSI	TION: Totalled	in vehicle acci	din H
DESIRED DATE FOR A	SSET REMOVAL TO	in vehicle acci Aprox storage: August 1	2005
DEPARTMENT:		SIGNATURE	26
AUDITOR			
ORIGINAL PURCHASE ORIGINAL COST ORIGINAL FUNDING S	DATE 1/14/03 \$ 28,44 OURCE 2787-0	-2.97 Kaw Enforcement TRANS	FER CONFIRMED
COUNTY COMMISSIO	ON / COUNTY CLER	<u>K</u>	
APPROVED DISPOSAL	METHOD:		
TRANSFER	DEPARTMENT NAM	E	NUMBER
	LOCATION WITHIN	DEPARTMENT	
	INDIVIDUAL		
TRADE	AUCTION	SEALED BIDS	
Y_OTHER EXP	LAIN Totaled-	reliable & Alth	go & Thomas McGee
COMMISSION ORDER 1	NUMBER <u>95-201</u>	5	
DATE APPROVED / {	3 MARCH 12	00 <del>5</del>	
SIGNATURE //	III Dat	moure	

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI
County of Boone

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

8<sup>th</sup> day of

March

0 05

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

Now on this day the County Commission of the County of Boone does hereby approve the Proposal for Consultant Services with A Civil Group for engineering services for the Schooler Road curve realignment project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said proposal.

Done this 8<sup>th</sup> day of March, 2005.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Moren

Clerk of the County Commission

absent

Karen M. Miller

District I Commissioner

Skip Elkir

District II Commissioner

#### APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 8 day of MARCH, 2005, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: A Civil Group

Project/Work Description: Engineering Services: Schooler Road Curve Realignment Project

Proposal Description: See attached "Project Requirements" acknowledged by Jay Gebhardt, dated February 8, 2005 and letter from Mr. Slattery to Allison Anderson dated February 1, 2005.

Modifications to Proposal: Fees and expenses shall not exceed \$23,556.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

CONSULTANT Dated: AS TO FORM:

Director, Boone County Public Works

Mari 2 2 2 255

**BOONE COUNTY, MISSOURI** 

**Presiding Commissioner** 

MARCH

**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



# ACIVIL GROUP

CIVIL ENGINEERING . PLANNING . SURVEYING

February I, 2005
Allison Anderson P.E..
Boone County Public Works
5551 Highway 63 South
Columbia, Missouri, 65201

Via Fax: 1-573-875-1602

Re: Proposal for engineering & surveying services, Schooler Road Project. Boone County, Mo

Dear Allison,

We would like to thank you for considering us for this project. We have reviewed the scope of services required and have come up with following "not to exceed" cost of \$23.556. The amount accounts for all of the considerations set forth within your RFP.

I have enclosed a complete breakdown for each phase of the engineering services to be provided. Also enclosed is a rate schedule for your reference. As indicated this is a "not to exceed" cost, and we will do everything that we can to keep all costs to a minimum.

We appreciate this opportunity to provide services on this project and look forward to working with you. If you have any questions concerning this estimate or the scope of work please contact me at the number below.

Sincerely,

A Civil Group

Neal R. Slattery, PLS, EIT

1010 FAY STREET COLUMBIA MISSOURI 65201 PLIONE: (573) 817-5750 FAX: (573) 817-1677 E-MAIL: acg@tranquility.net

### February I. 2005

# Estimate for Engineering & Surveying Services Schooler Road Project Boone County, Missouri

### Phase I - Project Startup and Orientation

Meeting with Boone County Public Works Department
 Engineer - 4 hrs @ \$80/hour =

\$320

Phase Total \$320

### Phase 2 - Data Collection

Research

- Engineer/Surveyor - Research plats, surveys, utilities 8 hrs @ \$80/hour =

\$640

Boundary Survey

- locate irons - 4 hrs @ \$90/hour =	<b>\$</b> 360
- setup traverse - 🛭 hrs @ \$90/hour =	\$360
- shoot all property line information,	
8 hrs @ \$90/hour =	<b>\$</b> 720
- calculations of property lines, easements of record	
8 hrs @ \$80/hour =	\$640

### Topographic Survey

(along 800'-900' corridor, all existing features within 75' feet of proposed alignment centerline within 50' intervals, including driveway connections, existing road alignment within the project limits, existing utilities and any additional information necessary for design.

-24 hrs @ \$90/hour =

\$2160

- Prepare & record affidavit of centerline description of project alignment
  - -4 hrs @ \$80/hour =

**\$320** 

- Prepare descriptions using the station & perpendicular offset method based upon the
  centerline description for all easements developed for the project
  - 20 hours @ \$80/hr =

\$1600

1010 FAY STREET COLLIMBIA MISSOURI 65201 PLIONE: (573) 817-5750 FAX (573) 817-1677 E-MAIL: acg@tranquility.net

\$260

 $-4 \, hrs @ $65/hr =$ 

• Organize and delivery of all documents

- 4 ms @ \$05/mr =	Phase 2 Total \$7060
Phase 3 - Preliminary Plans  Control Sheet (for survey & staking) (I)  Prepare a survey sheet displaying all property lines, adjace easements, & survey control information  - (drafting) 4 hrs @ \$65/hour =  - (check) I hr @ \$80/hour =	ent owners, existing \$260 \$80
<ul> <li>Topographic survey plan (3)</li> <li>Showing property lines, easements, existing buildings, grown foot contours, property owners.</li> <li>- (drafting) 16 hrs @ \$65hour =</li> <li>- (check) 2 hrs @ \$80/hour ≈</li> </ul>	und features. utilities, 2 \$1040 <u>\$160</u>
<ul> <li>Cover Sheet (1)</li> <li>- (drafting) 4 hrs @ \$65/hr =</li> <li>(check) 1 hr @ \$80/hr =</li> </ul>	\$260 \$80
<ul><li>Legend/ Notes &amp; Detail Sheets (3)</li><li>- (drafting) 8 hrs @ \$65/hr =</li></ul>	\$52 <i>0</i>
<ul> <li>Plan &amp; Profile Sheet (I)</li> <li>- (drafting) I6 hrs @ \$65/hr =</li> <li>- (design) I6 hrs @ \$80/hr =</li> <li>- (check) 2 hrs @ \$80/hr =</li> </ul>	\$1040 \$1280 \$160
<ul> <li>Road &amp; Drainage Structure Cross Sections (34)</li> <li>(drafting) &amp; hrs @ \$65/hr =</li> </ul>	<b>\$</b> 52 <i>0</i>
<ul> <li>Erosion Control Sheet (I)</li> <li>(drafting) 4 hrs @ \$65/hr =</li> <li>(design &amp; check) 3 hr @ \$80/hr =</li> </ul>	\$260 \$240

<ul> <li>Traffic Control Sheet (I)</li> <li>(drafting) 4 hrs @ \$65/hr =</li> <li>(design &amp; check) 3 hr @ \$80/hr =</li> </ul>	\$260 \$240
<ul> <li>Right-of-way Sheet (I)</li> <li>(drafting) 4 hrs @ \$65/hr =</li> <li>(check) I hr @ \$80/hr =</li> </ul>	\$260 \$80
<ul> <li>Driveway Profile sheet</li> <li>(drafting) 6 hrs @ \$65/hr =</li> <li>(design &amp; check) 3 hrs @ \$80/hr =</li> </ul>	\$390 <u>\$240</u> Phase 3 - Total \$7370

### Phase 4 - Final Plans

(these plans will address all comments from the county & utility companies)

	Revisions to preliminary plan set (drafting) - 16 hrs @ \$65/hr = (design) - 4 hrs @ \$80/hr =	\$1040 \$320
•	Project Specifications Book (Typing & assembly) $24 \text{ hrs } @ $40/\text{hr} = (\text{check}) 4 \text{ hrs } @ $80/\text{hr} = $	\$960 \$320
•	Cost Estimate - 4 hrs @ \$80/hr =	\$320

Permit Preparation (Land Disturbance, Corp. 5WPPP Report)
(stream crossing is shown on USGS map as being a Corp regulated stream)
- 24 hrs @  $\$80 = \frac{\$1920}{\$1980}$ Phase 4 - Total \$4880

Total Cost of Project Services = \$19.630 + 20% of total for contingency = \$3,926 Not to exceed estimate of \$23,556

1010 FAY STREET

COLUMBIA MISSOURI 65201

PLIONE: (573) 817-5750 FAX: (573) 817-1677

E-MAIL: acg@tranquility.net

### Boone Central

- Easement Search (for 4 adjacent parcels) = 5000
- \* Not included within estimate for Engineering & Surveying Services

1010 FAY STREET COLUMBIA MISSOUR! 65201 PHONE: (573) 817-5750 FAX: (573) 817-1677 E-MAIL: acg@tranquility.net

# **Boone County Public Works**

Allison Anderson, P.E.
Project Engineer
Engineering Design and Construction

5551 Highway 63 South Columbia MO 65201-9711 Phone (573) 449-8515 ext. 239 Fax (573) 875-1602 E-mail: aaanderson@boonecountymo.org

December 16, 2004

Mr. Neil Slattery, PE A Civil Group 1010 Fay Street Columbia, Missouri 65201

Re: RFP - Schooler Road Curve Realignment Project

Dear Neil:

Enclosed is a request for proposal (RFP) to provide engineering design services for the County. The RFP consists of designing and preparing bid documents for a curve realignment project on Schooler Road between Highway 124 and Willet Road in northern Boone County. The project will include realigning the curve, improving the drainage, and preparing the road to be paved. The entire road will than be paved under a separate contract the following year. The project also includes writing easement descriptions in order for the County to obtain right of way for a 50-foot corridor, permanent drainage easements, and temporary construction easements. Please review the attached project requirements and scope of engineering services and provide a proposal.

Once you have had a chance to review the attachments, feel free to contact me to meet on-site to review the project.

Sincerely,

Allison Anderson, P.E.

mison (Judeison

**Project Engineer** 

### PROJECT REQUIREMENTS SCHOOLER ROAD CURVE REALIGNMENT PROJECT

#### Project Description:

Schooler Road is an existing gravel road in northern Boone County that connects Highway 124 with Route U. Willet Road is a gravel road which runs north from Schooler Road. The County is planning to improve the road between Highway 124 and Willet Road by realigning the two 90-degree curves, improving the drainage, and preparing the road to be paved. The length of the project is approximately 820 feet. A 50-foot right of way corridor, permanent drainage easements, and temporary construction easements will need to be described in conjunction with the project. Attached is a proposed alignment and a site location map.

The County is requesting a proposal to develop bid ready documents, easement descriptions, and construction cost estimate for the road improvement project. The basic design parameters are listed below. Attached is the actual Scope of Engineering Services indicating specific design and surveying requirements to be fulfilled upon entering into an agreement with the County.

All construction documents shall meet Boone County Public Works Department minimum standards.

Target milestones for this project are as follows:

Survey and Preliminary Design – Winter 2005 Right-of-Acquisition and Utility Coordination – Spring 2005 Bid for Construction – Summer 2005 Construction – Summer/Fall 2005

Please prepare your proposal indicating a not to exceed cost per the attached Scope of Engineering Services.

#### Design Parameters for the Schooler Road Improvement Project:

- 1. Provide bid ready documents and easement/right of way descriptions for curve improvements on Schooler Road between Highway 124 and Willet Road. Improvements will include realigning the two 90-degree curves, improving the drainage, and preparing the road for pavement.
- 2. Classification 24-foot wide road with 50-foot right of way
- 3. Design Speed 40 miles per hour
- 4. Roadbed Design Roadbed will be built to include compacted subgrade, 4 inches of base rock, and 2 inches of surface rock (road will be asphalt paved under a separate contract in 2006)

By signing the Project Requirements worksheet the design professional agrees that he/she has received, reviewed, completed, and understands the above document along with the enclosed site plan and Scope of Engineering Services

Plans and specifications will be reviewed for compliance with this proposal. Any and all deficiencies will be corrected by the design professional at the design professional's expense

Signature

Date

## SCOPE OF ENGINEERING SERVICES SCHOOLER ROAD CURVE REALIGNMENT PROJECT

#### **Project Startup and Orientation:**

Meet with the Boone County Public Works Department, hereinafter referred to as COUNTY and other interested parties at an initial orientation meeting to discuss the Schooler Road Curve Realignment Project, herein after referred to as PROJECT, its various constraints, and their expectations. Attempt to set forth at this initial meeting, goals to be accomplished by the PROJECT and concerns to be addressed in the design of the PROJECT.

### **Data Collection:**

The ENGINEER will accomplish data collection tasks.

- I. Obtain all information necessary for proper implementation of the PROJECT.
  - A. Ownership information most recent available from the Boone County Assessor.
  - B. Documents of record Warranty Deeds, Quit-Claim Deeds, etc.
  - C. Survey information All survey information that might indicate monumentation within the PROJECT area.
  - D. Easements Of record & "the Obvious".
- II. Execute all surveying necessary for the project. The surveying shall include, but not necessarily be limited to, the location of all existing property boundary markers and any other survey monuments within the area of the project. <u>Note</u>: The final monumentation and re-monumentation is not included within this item.
- III. Prepare a centerline description for the project that has its beginning point and its ending point referenced to survey points of public record. It is preferred that these points of record be corners of the U. S. Public Land System. The centerline description shall identify and assign stationing for the following:
  - A. The beginning and end of the PROJECT.
  - B. All horizontal points of curvature and points of tangency.
  - C. Angle points created by each intersection of two horizontal centerline tangents through which a horizontal curve has not been created.
  - D. The intersection of the centerline with each section line and 1/4 section line intersected and the following:
    - 1. The angle of each intersection.
    - 2. A distance from each intersection to a section corner, 1/4 section corner, or other point of record on the intersected line.
- IV. The centerline description will then be attached as Exhibit "A" to an affidavit prepared by a Land Surveyor licensed to practice land surveying in the State of Missouri. The affidavit must be in a form approved by the COUNTY, and the ENGINEER will then file that Affidavit for recording in the office of the Boone County Recorder of Deeds.
  - Prepare descriptions using the station and perpendicular offset method, based upon the centerline description within exhibit "A" of Item IV for all easements developed for the PROJECT. Note: A hard

copy of all the easement descriptions will be provided to the COUNTY and will bear the signature and seal of the Land Surveyor responsible for their preparation. Present the completed easement descriptions to the COUNTY on an electronic medium and format acceptable to the COUNTY.

### **Preliminary Plans:**

- I. The ENGINEER shall provide preliminary plans, which shall include, but not limited to the following:
  - A. Sheet sizes to be 24-inch X 36-inch.
  - B. The ENGINEER'S seal and signature on all sheets.
  - C. Cover sheet with owners name, PROJECT title, site and vicinity map, sheet index, legend of line types and symbols, appropriate general notes, and improvement length.
  - D. Preliminary plan and profile sheets at a reasonable scale and shall include the following:
    - 1. All survey data including, but not limited to: bench marks, topography, existing utilities, existing and proposed roadway, construction slope limits, existing easements, property lines, existing features within at least 50 feet of proposed improvements, and all proposed easements.
    - 2. Roadway centerline per items III. and IV. referenced in **Data Collection** and the curve data.
    - 3. Existing and proposed drainage facilities in both plan and profile.
    - 4. Profile of proposed road showing existing ground line shown as a dashed line and proposed centerline as a solid line, grades on tangent, curve data to include in stations: length, mid ordinate, PVI, PVC, PVT, elevations, and elevations of any existing underground utilities.
  - E. Construction details sheets.
  - F. Road cross sections and drainage structure cross sections.
  - G. Erosion control sheet.
  - H. Traffic control sheet.
  - I. Control Sheet (for survey and construction staking).
  - J. Right-of-way sheet.
  - K. Driveway and intersecting road profile sheet showing the existing ground line, proposed finished grades, and limit of construction.

#### Final Plans:

- I. Following the field check and review of the preliminary plans by the COUNTY, the ENGINEER will proceed to prepare final plans for the PROJECT. These plans will be suitable for seeking bids, awarding a contract, and supervising construction of the PROJECT. Final plans, cost estimate, and specifications will be submitted to the COUNTY and utilities for their review.
- II. Identify applicable governmental permits necessary for execution of the PROJECT and assist in obtaining such permits. (Such as stormwater permits, land disturbance permits, wetlands permits, and cultural permits.)
- III. Add comments received from the COUNTY review, right-of-way acquisition, and utilities. These comments could potentially require minor plan modifications. Front-end documents for the specifications shall be the COUNTY'S standards; the COUNTY shall provide copy of which to the ENGINEER.

#### **Bidding Services:**

I. Be available to answer questions or provided information for prospective Bidders during the time they are preparing their bids.

### Considerations:

The following services shall be included in the basic services provided:

- I. Plans shall comply with COUNTY design standards. The AASHTO Manual shall also be used as a guide only.
- II. The Scope of Engineering Services does <u>NOT</u> include design of replacement or repairs to the utilities except that relocations should be considered during preliminary design phase. Should utility replacement or repairs become necessary, the affected utility shall be identified and discussed with the COUNTY.
- III. The Scope of Engineering Services does <u>NOT</u> include appraisal or acquisition of right-of-way or easements.
- IV. The Scope of Engineering Services includes items in **EXHIBIT 1.**

#### **EXHIBIT 1**

The ENGINEER shall furnish the COUNTY the following drawings and documents:

- 1. Three sets of prints of the preliminary plans.
- 2. The appropriate number of plans for each utility company involved. The COUNTY will prepare the letter to the utility companies indicating the schedule and review requirements.
- 3. Two copies of the preliminary specification manual for review.
- 4. One complete set of the fully checked, original design drawing of the final plans, size 24-inch x 36-inch, on mylar or standard form reproducible sheets.
- 5. One original and one copy of the specification manual on standard 81/2 inch x 11 inch paper, and one copy electronically stored IBM-compatible 3.5 inch disk as a Microsoft Word document, or as an ASC11 file.
- 6. One copy of the original survey notes.
- 7. Digital files of all drawings in AutoCAD Land Desktop format.



3/1/05

# **PURCHASE REQUISITION**

DATE	BOONE	COUNTY, MISS	SOURI		
9551	A CIVIL GROUP	573-817-5750 PHONE #			
VENDOR	VENDOR NAME				
NO.	1010 Fay Street	Columbia	MO	65201	
	ADDRESS	CITY	STATE	ZIP	
☐ Emergency ☐ Written Quo	This field MUST be completed to demonstrat Refer to RSMo 50.660, 50.753-50.79  Inter # below) (enter # below) Procurement (enter # below) tes (3) attached (>\$750 to \$4,449) ds Required (enter bid # below if you are purchasing		–Section 3  Bidding For The Followin  ☐ Training ☐ Pub/Subsc		
from a bid, e	ven if this purchase is <\$750)  I Services (see Purchasing Policy Section 3-103)	Other (Explain):	To: County Clerk's C	Office	
#		]	Comm Order# <u>ી</u>	<u>0-2005</u>	

Bill To Department # 2045

(Enter Applicable Bid / Sole Source / Emergency Number)

#### Ship To Department # 2045

Return to Auditor's Office

	Department					Account			Item Description	Qty	Unit Price	Amount	
	0	4	5		7	1	1	0	2	Schooler Rd Realignment - Eng Svcs	1	23556	23556
			<del> </del>	-	_		-		<u> </u>				
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I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

**Auditor Approval** 

### **ECONOMIC DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this day of	, 2005 by and among
the City of Columbia, Missouri, a municipal corporation ("City"), the C	Columbia Chamber of Commerce,
a Missouri not-for-profit corporation ("Chamber"), Boone County	("County"), the Curators of the
University of Missouri, a public corporation of the State of Missour	
Missouri, ("University"), and the Regional Economic Development I	ncorporated, a Missouri not-for-
profit corporation ("REDI"). This Agreement replaces the April 4	
Agreement.	-

In consideration of the terms contained herein, the parties agree as follows:

- 1. The City and Chamber shall each appoint two members; and the County and University shall each appoint one member, to the Board of Directors of REDI to serve at the pleasure of the appointing authority for an indefinite term.
- 2. The Chamber shall pay REDI the sum of \$40,000 annually, payable over the course of REDI's fiscal year. Direct contributions to REDI by Chamber members other than governmental members shall be credited to the amount owed REDI by Chamber under this paragraph unless otherwise specified by the member. Direct contributions to REDI by non-Chamber members shall not be credited to the amount owed REDI by Chamber under this paragraph unless the donor so specifies.
- 3. The City shall pay REDI the sum of \$20,000 annually, payable on the first business day of the calendar year.
- 4. The County shall pay REDI the sum of \$35,000 annually. REDI, through its fiscal agent, shall invoice County on a quarterly basis for the amounts due under this paragraph.
- 5. The University shall pay REDI the sum of \$15,000 annually. REDI, through its fiscal agent, shall invoice University on a quarterly basis for the amounts due under this paragraph. For the purposes of this Agreement, the University shall be considered a governmental member.
- 6. Nothing contained in this Agreement shall prevent Chamber, City, County, or University from making payments to REDI in excess of its obligations under this Agreement.
- 7. City shall employ an Economic Development Director (director) as a City department head. The director shall be hired with the advice and counsel of the REDI Board of Directors. The director may be required by the City Manager to supervise the Convention and Visitors Bureau operations but no more than 10% of his working time shall be devoted to such supervision. The director shall perform such duties as are provided for in this agreement and such other economic development activities as may be assigned by the City Manager. City shall provide an administrative secretary and a senior economic development specialist to serve as support staff for the director. Additional staff for the director shall be provided at the request of REDI provided that REDI pay City, monthly in advance, a sum equal to the City's total cost of providing such additional staff. The director and all support staff shall be employees of the City

- of Columbia subject to appointment and removal in accordance with the personnel policies, procedures, rules and regulations of the City of Columbia. The support staff shall be under the direct supervision of the director. The City Manager shall evaluate the performance of the director annually with the advice and counsel of the REDI Board of Directors.
- 8. REDI shall provide office space for the director and support staff at a location to be determined by the REDI Board of Directors. REDI shall be responsible for purchasing necessary office equipment and furnishings. The REDI Board of Directors shall establish policies on purchasing and travel.
- 9. The director shall prepare an area economic development master plan for the City of Columbia and Boone County. The director shall review the area economic development master plan annually and shall either submit to the REDI Board of Directors proposed amendments to the plan or advise the Board that no amendments are necessary. The REDI Board of Directors shall submit all proposed amendments to the economic development master plan which constitute a change in substance to the City, Chamber, County, and University for their approval.
- 10. The director shall coordinate and implement the area economic development master plan. In developing and implementing the plan, the director shall be under the general supervision of the REDI Board of Directors.
- 11. REDI shall adopt an annual budget and approve funding for programs implementing the area economic development master plan.
- 12. REDI shall submit annual progress and budget reports to the City, Chamber, County, and University. REDI shall submit a calendar year end report to City, Chamber, County, and University incorporating the information from the semi-annual reports and evaluating the steps taken to implement the area economic development master plan.
- 13. The City of Columbia Finance Department shall at REDI's request, provide accounting services for REDI. No charge shall be made for these services. All money received by REDI shall be turned over to the City of Columbia Department of Finance for deposit to a REDI fund. Disbursements from the REDI fund shall be made only as authorized and directed by the REDI Board of Directors. Accurate and detailed accounts of all receipts and money due REDI and all expenditures and obligations incurred by REDI shall be kept by the City of Columbia Finance Director. The financial records and accounts of REDI shall be open to public inspection at any time during regular business hours. All interest earned on REDI funds shall belong to REDI.
- 14. Provided the City of Columbia Finance Department provides accounting services for REDI, the financial activities of REDI shall be included in the financial statement of the City of Columbia, and shall be included and subjected to the audit process of all other City accounts. The results of the audit shall be made available to Chamber, County, University, and REDI. REDI may conduct its own audit at its own expense.
- 15. City, County, Chamber, and University shall coordinate their programs with the activities of the Economic Development Director in implementing the area economic development master plan.

- 16. This agreement shall be in effect from and after its execution until December 31, 2005 and shall automatically be renewed for terms of one calendar year; provided however that any party may terminate this contract at the end of a calendar year by giving the other parties written notice of termination at least 180 days prior to the end of the calendar year. However, should the City Council of the City, or County Commission of the County, fail to lawfully budget and appropriate funds for fulfilling its obligations under the term of this Agreement, this Agreement shall terminate on the first day of the fiscal year of the political subdivision failing to make such appropriation.
- 17. This Agreement shall not be amended except by a written document executed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and

year first above written.	
ATTEST:	CITY OF COLUMBIA, MISSOURI
Sheela Amin, City Clerk	By A Beck, City Manager
APPROVED AS TO FORM:	
Fred Boeckman, City Counselor	
ATTEST:	CHAMBER OF COMMERCE
Secretary	By Mike Vangel, Chairman
ATTEST:	BOONE COUNTY
17,56	The state of the s

Keith Schnarre, Presiding Commissioner

Wendy Noren, County Clerk

98-2005

APPROXED AS TO FORM:

County Attorney John Patton,

ATTEST			
/	IT POT	kins	
cott Atk	ins, Secreta	 ry	<del></del>
I certify t	CATION: hat this contra		
purpose to be cha	of the appropri rged and there	ation to which	it is mbered
balance o	of such apprope costs arising	riation sufficie	nt
Jame	Pitchkor	L by XI 7	11/2005
Book	tor se County	O Date	
	-86685	#35,000	

# THE CURATORS OF THE UNIVERSITY OF MISSOURI

Brady J. Deaton, Chancellor

REGIONAL ECONOMIC DEVELOPMENT, INCORPORATED

By Vichi Duns and Vicki Dunscombe, Chair

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI **County of Boone** 

March Session of the January Adjourned

Term. 20 05

In the County Commission of said county, on the

 $8^{th}$ day of

March

20 05

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

Now on this day the County Commission of the County of Boone does hereby appoint a committee to oversee the development, implementation and maintenance of a new Law Enforcement & Judicial Information System as authorized by Proposition L funding. This committee will be named and called therein, The Law Enforcement & Judicial Information System Technical Advisory Committee. The committee members will be responsible solely as an advisory committee for the purpose of overseeing the development and implementation of a new Law Enforcement & Judicial Information System utilizing Proposition L funding upon the approval of the Proposition L Advisory Committee.

The committee will consist of at least one member from each of the following departments:

- Circuit Clerk
- Circuit Court
- Information Technology Department
- Prosecuting Attorney's Office
- Public Defender's Office
- Sheriff's Department
- **County Commission**

Done this 8<sup>th</sup> day of March, 2005.

Keith Schnarre

**Presiding Commissioner** 

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 05

20

County of Boone

In the County Commission of said county, on the

day of

March

05

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

Now on this day the County Commission of the County of Boone does hereby approve the Economic Development Agreement between the City of Columbia, Columbia Chamber of Commerce, County of Boone, Curators of the University of Missouri on behalf of the University of Missouri Columbia, and Regional Economic Development Incorporated. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 8<sup>th</sup> day of March, 2005.

Keith Schnarre

**Presiding Commissioner** 

ATTEST:

Clerk of the County Commission

Karen M. Miller

District I Commissioner

District II Commissioner

### **ECONOMIC DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 12 day of \_\_\_\_\_\_\_, 2005 by and among the City of Columbia, Missouri, a municipal corporation ("City"), the Columbia Chamber of Commerce, a Missouri not-for-profit corporation ("Chamber"), Boone County ("County"), the Curators of the University of Missouri, a public corporation of the State of Missouri, on behalf of the University of Missouri, ("University"), and the Regional Economic Development Incorporated, a Missouri not-for-profit corporation ("REDI"). This Agreement replaces the April 4, 1991 Economic Development Agreement.

In consideration of the terms contained herein, the parties agree as follows:

- 1. The City and Chamber shall each appoint two members; and the County and University shall each appoint one member, to the Board of Directors of REDI to serve at the pleasure of the appointing authority for an indefinite term.
- 2. The Chamber shall pay REDI the sum of \$40,000 annually, payable over the course of REDI's fiscal year. Direct contributions to REDI by Chamber members other than governmental members shall be credited to the amount owed REDI by Chamber under this paragraph unless otherwise specified by the member. Direct contributions to REDI by non-Chamber members shall not be credited to the amount owed REDI by Chamber under this paragraph unless the donor so specifies.
- 3. The City shall pay REDI the sum of \$20,000 annually, payable on the first business day of the calendar year.
- 4. The County shall pay REDI the sum of \$35,000 annually. REDI, through its fiscal agent, shall invoice County on a quarterly basis for the amounts due under this paragraph.
- 5. The University shall pay REDI the sum of \$15,000 annually. REDI, through its fiscal agent, shall invoice University on a quarterly basis for the amounts due under this paragraph. For the purposes of this Agreement, the University shall be considered a governmental member.
- 6. Nothing contained in this Agreement shall prevent Chamber, City, County, or University from making payments to REDI in excess of its obligations under this Agreement.
- 7. City shall employ an Economic Development Director (director) as a City department head. The director shall be hired with the advice and counsel of the REDI Board of Directors. The director may be required by the City Manager to supervise the Convention and Visitors Bureau operations but no more than 10% of his working time shall be devoted to such supervision. The director shall perform such duties as are provided for in this agreement and such other economic development activities as may be assigned by the City Manager. City shall provide an administrative secretary and a senior economic development specialist to serve as support staff for the director. Additional staff for the director shall be provided at the request of REDI provided that REDI pay City, monthly in advance, a sum equal to the City's total cost of providing such additional staff. The director and all support staff shall be employees of the City

- of Columbia subject to appointment and removal in accordance with the personnel policies, procedures, rules and regulations of the City of Columbia. The support staff shall be under the direct supervision of the director. The City Manager shall evaluate the performance of the director annually with the advice and counsel of the REDI Board of Directors.
- 8. REDI shall provide office space for the director and support staff at a location to be determined by the REDI Board of Directors. REDI shall be responsible for purchasing necessary office equipment and furnishings. The REDI Board of Directors shall establish policies on purchasing and travel.
- 9. The director shall prepare an area economic development master plan for the City of Columbia and Boone County. The director shall review the area economic development master plan annually and shall either submit to the REDI Board of Directors proposed amendments to the plan or advise the Board that no amendments are necessary. The REDI Board of Directors shall submit all proposed amendments to the economic development master plan which constitute a change in substance to the City, Chamber, County, and University for their approval.
- 10. The director shall coordinate and implement the area economic development master plan. In developing and implementing the plan, the director shall be under the general supervision of the REDI Board of Directors.
- 11. REDI shall adopt an annual budget and approve funding for programs implementing the area economic development master plan.
- 12. REDI shall submit annual progress and budget reports to the City, Chamber, County, and University. REDI shall submit a calendar year end report to City, Chamber, County, and University incorporating the information from the semi-annual reports and evaluating the steps taken to implement the area economic development master plan.
- 13. The City of Columbia Finance Department shall at REDI's request, provide accounting services for REDI. No charge shall be made for these services. All money received by REDI shall be turned over to the City of Columbia Department of Finance for deposit to a REDI fund. Disbursements from the REDI fund shall be made only as authorized and directed by the REDI Board of Directors. Accurate and detailed accounts of all receipts and money due REDI and all expenditures and obligations incurred by REDI shall be kept by the City of Columbia Finance Director. The financial records and accounts of REDI shall be open to public inspection at any time during regular business hours. All interest earned on REDI funds shall belong to REDI.
- 14. Provided the City of Columbia Finance Department provides accounting services for REDI, the financial activities of REDI shall be included in the financial statement of the City of Columbia, and shall be included and subjected to the audit process of all other City accounts. The results of the audit shall be made available to Chamber, County, University, and REDI. REDI may conduct its own audit at its own expense.
- 15. City, County, Chamber, and University shall coordinate their programs with the activities of the Economic Development Director in implementing the area economic development master plan.

- 16. This agreement shall be in effect from and after its execution until December 31, 2005 and shall automatically be renewed for terms of one calendar year; provided however that any party may terminate this contract at the end of a calendar year by giving the other parties written notice of termination at least 180 days prior to the end of the calendar year. However, should the City Council of the City, or County Commission of the County, fail to lawfully budget and appropriate funds for fulfilling its obligations under the term of this Agreement, this Agreement shall terminate on the first day of the fiscal year of the political subdivision failing to make such appropriation.
- 17. This Agreement shall not be amended except by a written document executed by duly authorized representatives of the parties.

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

ATTEST:

CITY OF COLUMBIA, MISSOURI

Raymond A. Beck, City Manager

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmant City Counselor

ATTEST:

Secretary

ATTEST:

Wendy Noten, County Clerk

98 - 2005 APPKOVED AS TO FORM:

John Patton, County Attorney

CHAMBER OF COMMERCE

Mike Vangel, Chairman

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:	By Brady J. Dealon Brady J. Deaton Chancellor
ATTEST:  Atkins, Secretary	REGIONAL ECONOMIC DEVELOPMENT, INCORPORATED  By Ucale Dunscombe  Vicki Dunscombe, Chair
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.  Gune Pitchfor by F7/1/2005  Auditor  Boone County  1510-86685 \$35,000.00	

THE CURATORS OF THE UNIVERSITY OF MISSOURI

### **ECONOMIC DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this fiday of Missouri, 2005 by and among the City of Columbia, Missouri, a municipal corporation ("City"), the Columbia Chamber of Commerce, a Missouri not-for-profit corporation ("Chamber"), Boone County ("County"), the Curators of the University of Missouri, a public corporation of the State of Missouri, on behalf of the University of Missouri, ("University"), and the Regional Economic Development Incorporated, a Missouri not-for-profit corporation ("REDI"). This Agreement replaces the April 4, 1991 Economic Development Agreement.

In consideration of the terms contained herein, the parties agree as follows:

- 1. The City and Chamber shall each appoint two members; and the County and University shall each appoint one member, to the Board of Directors of REDI to serve at the pleasure of the appointing authority for an indefinite term.
- 2. The Chamber shall pay REDI the sum of \$40,000 annually, payable over the course of REDI's fiscal year. Direct contributions to REDI by Chamber members other than governmental members shall be credited to the amount owed REDI by Chamber under this paragraph unless otherwise specified by the member. Direct contributions to REDI by non-Chamber members shall not be credited to the amount owed REDI by Chamber under this paragraph unless the donor so specifies.
- 3. The City shall pay REDI the sum of \$20,000 annually, payable on the first business day of the calendar year.
- 4. The County shall pay REDI the sum of \$35,000 annually. REDI, through its fiscal agent, shall invoice County on a quarterly basis for the amounts due under this paragraph.
- 5. The University shall pay REDI the sum of \$15,000 annually. REDI, through its fiscal agent, shall invoice University on a quarterly basis for the amounts due under this paragraph. For the purposes of this Agreement, the University shall be considered a governmental member.
- 6. Nothing contained in this Agreement shall prevent Chamber, City, County, or University from making payments to REDI in excess of its obligations under this Agreement.
- 7. City shall employ an Economic Development Director (director) as a City department head. The director shall be hired with the advice and counsel of the REDI Board of Directors. The director may be required by the City Manager to supervise the Convention and Visitors Bureau operations but no more than 10% of his working time shall be devoted to such supervision. The director shall perform such duties as are provided for in this agreement and such other economic development activities as may be assigned by the City Manager. City shall provide an administrative secretary and a senior economic development specialist to serve as support staff for the director. Additional staff for the director shall be provided at the request of REDI provided that REDI pay City, monthly in advance, a sum equal to the City's total cost of providing such additional staff. The director and all support staff shall be employees of the City

- of Columbia subject to appointment and removal in accordance with the personnel policies, procedures, rules and regulations of the City of Columbia. The support staff shall be under the direct supervision of the director. The City Manager shall evaluate the performance of the director annually with the advice and counsel of the REDI Board of Directors.
- 8. REDI shall provide office space for the director and support staff at a location to be determined by the REDI Board of Directors. REDI shall be responsible for purchasing necessary office equipment and furnishings. The REDI Board of Directors shall establish policies on purchasing and travel.
- 9. The director shall prepare an area economic development master plan for the City of Columbia and Boone County. The director shall review the area economic development master plan annually and shall either submit to the REDI Board of Directors proposed amendments to the plan or advise the Board that no amendments are necessary. The REDI Board of Directors shall submit all proposed amendments to the economic development master plan which constitute a change in substance to the City, Chamber, County, and University for their approval.
- 10. The director shall coordinate and implement the area economic development master plan. In developing and implementing the plan, the director shall be under the general supervision of the REDI Board of Directors.
- 11. REDI shall adopt an annual budget and approve funding for programs implementing the area economic development master plan.
- 12. REDI shall submit annual progress and budget reports to the City, Chamber, County, and University. REDI shall submit a calendar year end report to City, Chamber, County, and University incorporating the information from the semi-annual reports and evaluating the steps taken to implement the area economic development master plan.
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- 14. Provided the City of Columbia Finance Department provides accounting services for REDI, the financial activities of REDI shall be included in the financial statement of the City of Columbia, and shall be included and subjected to the audit process of all other City accounts. The results of the audit shall be made available to Chamber, County, University, and REDI. REDI may conduct its own audit at its own expense.
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- 16. This agreement shall be in effect from and after its execution until December 31, 2005 and shall automatically be renewed for terms of one calendar year; provided however that any party may terminate this contract at the end of a calendar year by giving the other parties written notice of termination at least 180 days prior to the end of the calendar year. However, should the City Council of the City, or County Commission of the County, fail to lawfully budget and appropriate funds for fulfilling its obligations under the term of this Agreement, this Agreement shall terminate on the first day of the fiscal year of the political subdivision failing to make such appropriation.
- cuted by duly

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17. This Agreement shall not be amended authorized representatives of the parties.	except by a written document executed by du
IN WITNESS WHEREOF, the pyear first above written.	parties have executed this Agreement on the day an
ATTEST:	CITY OF COLUMBIA, MISSOURI
Sheela Amin, City Clerk	By A Back Raymond A. Beck, City Manager
APPROVED AS TO FORM:	Taymond In Book, Only Illustrages
Fred Boeckman, City Counselor	
ATTEST:	CHAMBER OF COMMERCE
Brushelm hand Secretary	By Mike Vangel, Chairman
ATTEST:	BOONE COUNTY  By Mult Donner
Wendy Noren, County Clerk 98-2005 APPROVED AS TO FORM:	Keith Schnarre, Presiding Commissioner
John Patton County Attorney	

APPROVED AS TO FORM:
ATTEST:
Scott Atkins, Secretary
ocett Humis, occiously
CERTIFICATION:
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.
June Pitchiford by KJ 7/1/2005  Auditor Date
Boone County
1510-86685 \$35,000.00

# THE CURATORS OF THE UNIVERSITY OF MISSOURI

y *Plady* y, W rady J. Deaton, Chancellor

REGIONAL ECONOMIC DEVELOPMENT, INCORPORATED

By Vicki Dunscombe, Chair