

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

24th

day of

August

20 17

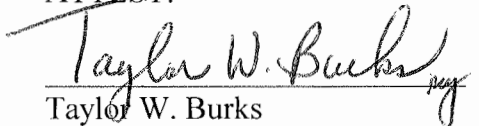
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 122/2013 – Grinding Services Term and Supply to purchase grinding services from Agricycle, Inc.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement for Grinding Services.

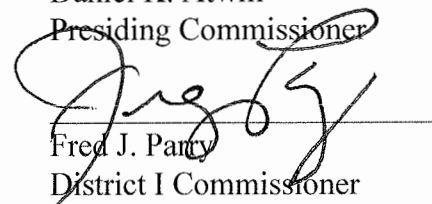
Done this 24th day of August, 2017

ATTEST:

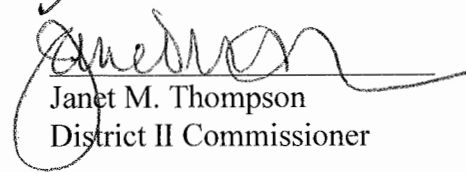
  
Taylor W. Burks  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

377-2017

# Boone County Purchasing

**Robert Wilson**  
Buyer



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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: August 16, 2017  
RE: Cooperative Contract: 122/2013 – Grinding Services – Term & Supply

Public Works requests permission to utilize the City of Columbia cooperative contract 122/2013 to purchase grinding services from Agricycle, Inc.

This is a term and supply contract and will be paid from department 2040 – PW Maintenance Operations, account 71100 – Outside Services.

cc: Greg Edington, PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
GRINDING SERVICES  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 24<sup>th</sup> day of August, 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Agricycle, Inc.**, 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 for a term and supply contract for the furnishing of **Grinding Services** in compliance with all bid specifications and any addenda issued for the City of Columbia, Request for Quote number **122/2013** as well as Boone County Standard Terms and Conditions, insurance requirements, and Work Authorization. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Request for Quote number **122/2013** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through August 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis for a maximum of (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Grinding Services. These services will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Vendor's bid response, as needed and as ordered by County.

4. **Rates and Charges** - Vendor agrees to provide Grinding Services in accordance with its bid response at the charges specified therein during the contract period. The County agrees to pay all invoices within thirty (30) days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the 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.

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

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.


7. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County

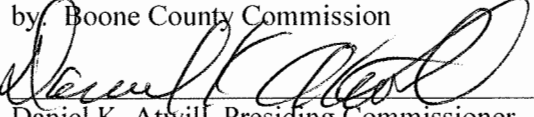
- Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

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

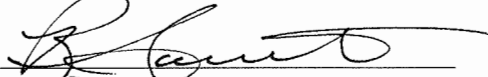
**AGRICYCLE, INC.**

by   
title President

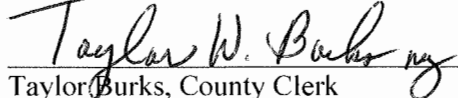
**BOONE COUNTY, MISSOURI**

by Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

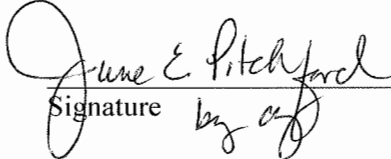
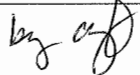
  
County Counselor

ATTEST:

  
Taylor W. Burks, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature by 

8/17/17  
Date

2040/71100-Term & Supply  
No Encumbrance Required  
Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give 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 for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, 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 in order 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 request of 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 bid process, as 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 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 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 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 entities 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 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 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.
19. **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.

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

**Business Automobile Liability –** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201



COUNTY OF BOONE - MISSOURI  
WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of St. Louis )  
State of Missouri )ss  
 )

My name is Brendan Davis. I am an authorized agent of AgriLyle, Inc.

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

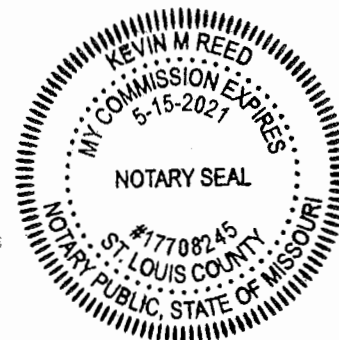
[Signature] 8/8/17  
Affiant Date

Brendan Davis  
Printed Name

Subscribed and sworn to before me this 8<sup>th</sup> day of AUGUST, 2017.

[Signature]  
Notary Public

**Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.**





Company ID Number: 218896

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: **AgriCyclo, Inc.**

**Rebecca Geraty**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**06/05/2009**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**06/05/2009**

Date



**CITY OF COLUMBIA  
PURCHASING DIVISION**

Michelle Sorensen, Procurement Officer  
701 E Broadway, 5<sup>th</sup> Floor  
COLUMBIA, MO. 65201  
Phone (573) 874-6317  
[Michelle.Sorensen@como.gov](mailto:Michelle.Sorensen@como.gov)

**CONTRACT ADD-ON REQUEST**

The City of Columbia is interested in adding the following item to its contract #122/2013 with your firm. If interested, please return the add-on request back with the information. Cooperative information will remain in effect through the current contract period. It will be renewed for the next contract year if agreed. Please contact the Procurement Officer shown above with questions regarding this contract.

DATE: 7/25/2017  
CONTRACT NUMBER: 122/2013  
CONTRACT DESCRIPTION: Grinding Services T & S

AWARD DATE: 9/01/2016-08/31/2017  
CONTRACT YEAR: 4 of 5

VENDOR: Agricycle, Inc  
39 Old Elam  
Valley Park, MO 63088  
Phone: 636-861-3344  
Email: [dgavlick@stlcompost.com](mailto:dgavlick@stlcompost.com)

ITEM: Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? *Min of 8 HOURS*

Yes

No

AUTHORIZED SIGNATURE

  
DAVID GAVLICK - VP

THANK YOU,

Michelle Sorensen, CPPB  
Procurement Officer / Purchasing Division  
City of Columbia, Missouri

CC: Steve Hunt

RFQ 122/2013

Grinding Services T&S

Agency: Inc. - Primary Contractor

		UOM	QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1	Hourly rate for grinding services, based off Grinder hour meter-TURNKEY (vendor supplies all necessary equipment and personnel to complete the project)	per hour	1	\$490.00	\$490.00	\$490.00	\$490.00	
2	Hourly rate for grinding services, based off Grinder hour meter- GRINDER only - Vendor supplies grinder and operator, city supplies wheel loader & operator to feed grinder & stockpile ground material	per hour	1	\$390.00	\$390.00	\$390.00	\$390.00	
3	Base mobilization fee - cost to make rounds to all 3 sites (1 sum fee)	per rotation	1	\$750.00	\$750.00	\$750.00	\$750.00	
3.1	Days to mobilize (max #)			7	7	7	7	



**CITY OF COLUMBIA, MISSOURI**  
FINANCE DEPARTMENT  
PURCHASING DIVISION

8/2/2016

**NOTIFICATION OF CONTRACT RENEWAL**

**CITY OF COLUMBIA CONTRACT  
122/2013**

**CONTRACT PERIOD: September 1, 2016 through August 31, 2017**

The City of Columbia has renewed the above contract with your firm, with no price increases, for one additional year per your renewal offer dated 8/1/16. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

<b>CONTRACT NUMBER</b>	<b>RENEWAL TERM</b>	<b>CONTRACT YEAR</b>	<b>VENDOR NUMBER</b>	<b>VENDOR NAME/ADDRESS/PHONE</b>
122/2013	9/1/16- 8/31/17	4 of 5	21559	<b>Agricycle, Inc.</b> 39 Old Elam Avenue Valley Park, MO 63088 Attn: David Gavlick Phone: 636-861-3344 Fax: 636-861-5925 Email: dgavlick@stlcompost.com

**Contract Description: Grinding Services**

**Items Awarded: Per Agreement**

**Price: See Attached**

**Term: Net 30 days**

**Notes from Procurement Officer:**

Sincerely,



for MDS

Michelle Sorensen, Procurement Officer  
City of Columbia  
[Michelle.Sorensen@como.gov](mailto:Michelle.Sorensen@como.gov)  
(573) 874-6317

CC: Adam White

RFQ 122/2013

Grinding Services T&S

Agricycle, Inc. - Primary Contractor

				Year 1	Year 2	Year 3	Year 4	Year 5
		UOM	QTY					
1	Hourly rate for grinding services, based off Grinder hour meter-TURNKEY (vendor supplies all necessary equipment and personnel to complete the project)	per hour	1	\$490.00	\$490.00	\$490.00	\$490.00	
2	Hourly rate for grinding services, based off Grinder hour meter- GRINDER only – Vendor supplies grinder and operator, city supplies wheel loader & operator to feed grinder & stockpile ground material	per hour	1	\$390.00	\$390.00	\$390.00	\$390.00	
3	Base mobilization fee – cost to make rounds to all 3 sites (1 sum fee)	per rotation	1	\$750.00	\$750.00	\$750.00	\$750.00	
3.1	Days to mobilize (max #)			7	7	7	7	



Professional Turf Products, L.P.  
 10935 Eicher Dr.  
 Lenexa, Kansas 66219  
 Brad Davisson  
 (888) 776-8873 ext. 5471  
 davissonb@pro turf.com



Ship To	City of Columbia, MO.	Date	6/25/2013
Bill To	NAT'L IPA	Tax Rate	
Contact	Travis March	Destination	
Address	1507 Business Loop 70 West	Trade-In	
City	Columbia, MO	Finance	
State	MO	Corp. Acct.	Yes
Postal Code	65202	Comments:	
Phone	573-881-8873		
Fax	573-875-3159		

Qty	Model #	Description	Unit	National IPA Pricing	Non-NIPA Pricing
1	30448N	Groundsmaster 4000-D			
1	30056	400 Hour Filter Maintenance Kit GM4000		\$48,475.16	\$ 69,270.94
SubTotal				\$ 48,475.16	\$ 138,541.88
Destination				\$ 2,113.52	\$ 6,040.43
Tax (Estimated)				\$ -	\$ -
<b>TOTAL</b>				<b>\$ 50,588.68</b>	<b>\$ 144,582.31</b>

- Terms & Conditions:**
- Pricing, including finance options, valid for 30 days from time of quotation.
  - After 30 days all prices are subject to change without notice.
  - Used and Demo equipment is in high demand and availability is subject to change.
    - Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
    - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
    - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
  - "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

- Returns Policy:**
- All returns are subject to restocking, refurbishing, usage, and shipping fees.
  - All returns must be able to be sold as new.
  - Items missing parts are non returnable.
  - Professional Turf Products will have sole discretion as to the resalable condition of the product.
  - This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

- Payment:**
- Terms are net 10 unless prior arrangements have been made.
  - Quoted prices are subject to credit approval.
    - PTP will work with third party financial institutions to secure leases when requested to do so.
    - When using third party financiers, documentation fees & advance payments may be required.
    - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
    - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
    - New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
  - There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
  - By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.



City of Columbia

Transfer of Funds Form

To: Finance Department  
From: Department Parks & Recreation

Date 6/24/2013  
Division Park Services

Item #	Amount	FROM:	TO:	Remarks
		Fd-DpDv-Act.El-Ob-Project (Include Dept & Acct Desc.)	Fd-DpDv-Act.El-Ob-Project (Include Dept & Acct Desc.)	
1	\$6,000.00	110-5110-541.01-01 CARE Perm Salaries	110-5430-541.66-40 Fleet Capital Equip	
2	\$6,000.00	110-5110-541.01-05 CARE Temp Salaries	110-5430-541.66-40 Fleet Capital Equip	
3	\$1,000.00	110-5110-541.02-10 CARE Social Sec	110-5430-541.66-40 Fleet Capital Equip	
4	\$15,000.00	110-5220-541.01-01 Planning Perm Salaries	110-5430-541.66-40 Fleet Capital Equip	
5	\$5,500.00	110-5220-541.02-34 Planning Health Ins	110-5430-541.66-40 Fleet Capital Equip	
6	\$2,000.00	110-5220-541.01-55 Planning SLBB	110-5430-541.66-40 Fleet Capital Equip	
7	\$2,500.00	110-5220-541.01-84 Planning Auto Allow	110-5430-541.66-40 Fleet Capital Equip	
8	\$3,000.00	110-5220-541.02-20 Planning Lagers	110-5430-541.66-40 Fleet Capital Equip	
9	\$4,900.00	110-5222-541.02-20 Forestry Lagers	110-5430-541.66-40 Fleet Capital Equip	
10	\$2,000.00	110-5222-541.01-01 Forestry Perm Salaries	110-5430-541.66-40 Fleet Capital Equip	
11	\$4,700.00	110-5230-541.02-15 Construction Unemploy	110-5430-541.66-40 Fleet Capital Equip	
12	\$5,500.00	110-5230-541.02-20 Construction Lagers	110-5430-541.66-40 Fleet Capital Equip	
13	\$1,000.00	110-5410-541.01-05 Admin Temp Salaries	110-5430-541.66-40 Fleet Capital Equip	
14	\$2,500.00	110-5410-541.02-34 Admin Health Ins	110-5430-541.66-40 Fleet Capital Equip	
15	\$6,000.00	110-5440-541.02-15 Maint/Ops Unemploy	110-5430-541.66-40 Fleet Capital Equip	
16	\$7,400.00	110-5440-541.02-20 Maint/Ops Lagers	110-5430-541.66-40 Fleet Capital Equip	
17	\$10,000.00	552-5640-541.01-01 ARC Perm Salaries	552-5442-880.66-40 Golf Capital Equip.	

Justification for Transfer - List By Item Number

1-16	Fund transfers will facilitate Finance Department's recommendation to move FY 14 proposed supplemental equipment to FY 13 and fund with FY 13 personnel surplus funds due to vacancies.
17	Fund transfer will facilitate Finance Department's recommendation to fund requested but unfunded FY 14 supplemental equipment with FY 13 personnel surplus funds due to vacancy.

Please route as follows:

1. Department Director

*Milo Szyg*

*[Signature]*

Date:

6-24-13

2. Finance Director

Funds Available

Funds Not Available

*[Signature]*

Date:

6/25/13

3. City Manager

Approved

Denied

*[Signature]*

Date:

6-25-13





City of Columbia

Change to Approved Supplemental List (Non-Computer Related)

To: Finance Department  
From: Department

Parks and Recreation

Date 6/24/2013  
Division Park Services

This form is to be used when:

- \* Item is \$1,000 or more
- \* Item was not approved during the budget process
- \* NO transfer of funds is being requested

<input checked="" type="checkbox"/>	<b>Requesting Purchase of an Item Not Approved During Budget Process</b>	
	Item Being Requested	<u>Replace #1787 - 1997 16 ft. utility trailer w/14 ft. dump bed</u>
	Cost of Item	<u>\$6,000.00</u>
	Account Where Available Funds are Located	<u>110-5430-541.66-40*</u>
<input checked="" type="checkbox"/>	<b>Requesting Purchase of an Item Not Approved During Budget Process</b>	
	Item Being Requested	<u>Replace #3073 - 2002 utility vehicle</u>
	Cost of Item	<u>\$9,000.00</u>
	Account Where Available Funds are Located	<u>110-5430-541.66-40*</u>
<input checked="" type="checkbox"/>	<b>Requesting Purchase of an Item Not Approved During Budget Process</b>	
	Item Being Requested	<u>Replace #3097 - 2003 Commander 2200 utility vehicle</u>
	Cost of Item	<u>\$9,000.00</u>
	Account Where Available Funds are Located	<u>110-5430-541.66-40*</u>

**Explanation / Justification for the Request:**

Finance Dept. recommends moving these items from proposed FY 14 supplemental to FY 13, using FY 13 personnel savings due to vacancies.

*\*(See attached Fund Transfer)*

**Please route as follows:**

1. Department Director

*Phil Sings* *6/24/13*

Date: 6-24-13

2. Finance Director

- Funds Available
- Funds Not Available

*John Blatter*

Date: 6/25/13

4. City Manager

- Approved
- Denied

*Michelle M...*

Date: 6-25-13



To: Finance Department  
From: Department

Parks and Recreation

Date 6/24/2013  
Division Park Services

This form is to be used when:

- \* Item is \$1,000 or more
- \* Item was not approved during the budget process
- \* NO transfer of funds is being requested

<input checked="" type="checkbox"/>	Requesting Purchase of an Item Not Approved During Budget Process
Item Being Requested	<u>Replace #3101 - 2003 11 ft. mower<sup>1</sup></u>
Cost of Item	<u>\$51,000.00</u>
Account Where Available Funds are Located	<u>110-5430-541.66-40*</u>
<input checked="" type="checkbox"/>	Requesting Purchase of an Item Not Approved During Budget Process
Item Being Requested	<u>Replace #3411 - 2003 range cart w/attachments<sup>2</sup></u>
Cost of Item	<u>\$10,000.00</u>
Account Where Available Funds are Located	<u>552-5442-880.66-40*</u>
<input checked="" type="checkbox"/>	Requesting Purchase of an Item Not Approved During Budget Process
Item Being Requested	<u></u>
Cost of Item	<u></u>
Account Where Available Funds are Located	<u></u>

**Explanation / Justification for the Request:**

<sup>1</sup> Finance Dept. recommends moving this item from proposed FY 14 supplemental to FY 13, using FY 13 personnel savings due to vacancies.

<sup>2</sup> Item was requested on FY 14 supplemental, but did not get funded. Item needing replacement is in bad shape.

Finance Dept. recommended using FY 13 personnel savings due to vacancy be used to fund the needed replacement.

\* (See attached Fund Transfer)

**Please route as follows:**

1. Department Director

Mike Dwyer Date: 6-24-13

2. Finance Director

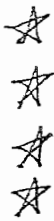
- Funds Available
- Funds Not Available

John Blatter Date: 6/25/13

4. City Manager

- Approved
- Denied

Mike Mass Date: 6-25-13



Fd	DpDv	Act	Acct	Dept[1]	Div[2]	Description	Amount	Offset[3]	Net Cost	Type [4]	Priority	Item [5]	Qtr [6]	Offset Expl. [7]	Justification
110	5430	541	65-25	Parks & Recreation	Parks Mgmt	Rpl #3071 - 2002 1 Ton Cab + Utility Bed (70,276 miles)	\$45,000	\$5,000	\$40,000	FR	FR-1	01	1	Auction	Scheduled replacement based on age. Park Maintenance Vehicle.
110	5430	541	66-40	Parks & Recreation	Parks Mgmt	Rpl #1787 - 1997 16 ft. Util. Trailer w/ 14 ft. dump bed trailer	\$6,000	\$500	\$5,500	FR	FR-2	01	1	Auction	Scheduled replacement based on age. Will replace with 14 ft. dump bed trailer with 14,000 lb. load capacity to assist with demolition projects and cleanup of parks and events. Trailer can also be used for equipment hauling.
110	5430	541	66-40	Parks & Recreation	Parks Mgmt	Rpl #3073 - 2002 Utility Vehicle (2,081 hours)	\$9,000	\$250	\$8,750	FR	FR-3	01	3	Trade-in	Replace based on age and hours. Utility vehicle is worn out and needs major repairs. This is a heavy duty golf cart with dumping bed.
110	5430	541	66-40	Parks & Recreation	Parks Mgmt	Rpl #3097 - 2003 Commander 2200 Utility Vehicle (6,690 hours)	\$9,000	\$250	\$8,750	FR	FR-4	01	3	Trade-in	Replace based on age and hours. Utility vehicle has had constant repairs and it is more economical to replace at this point. This is a heavy duty golf cart with dumping bed.
110	5430	541	66-40	Parks & Recreation	Parks Mgmt	Rpl #3101 - 2003 11ft. Mower (4,742 hours)	\$51,000	\$4,000	\$47,000	FR	FR-5	01	3	Trade-in	Scheduled replacement based on age and hours (4,742 hrs). Mower has experienced mechanical issues during last year. Park Mowing Equipment
110	5430	541	66-40	Parks & Recreation	Parks Mgmt	Rpl #3021 - 1999 Brush Chipper (1,931 hours)	\$50,000	\$5,000	\$45,000	FR	FR-6	01	2	Trade-in	Scheduled replacement based on age. Forestry staff has commented about decreased performance based on log intake size and workability. Safety concerns compared to new machine based on safety standards and equipment on current machine that are now 14 years old. New machine will increase production based on diameter intake size as well as reduce safety concerns.
110	5430	541	65-25	Parks & Recreation	Parks Mgmt	Rpl #3042 - 2000 1 Ton Cab + Utility (48,679 miles)	\$45,000	\$5,000	\$40,000	FR	FR-7	01	1	Auction	Scheduled replacement based on age. Park Construction Vehicle.
110	5430	541	66-40	Parks & Recreation	Parks Mgmt	Rpl #3072 - 2001 Self Propelled Sprayer (689 hours)	\$34,500	\$2,000	\$32,500	FR	FR-8	01	3	Trade-in	Scheduled replacement based on age. Sprayer is used by Athletic Field Maintenance, Horticulture and Forestry for a variety of chemical applications. New machine is needed due to increased number of premier athletic fields.
110	5430	541	66-40	Parks & Recreation	Parks Mgmt	Rpl #3050 - 1997 Forklift (2,665 hours)	\$45,000	\$1,000	\$44,000	FR	FR-9	01	4	Trade-in	Replace old Army surplus forklift used to unload all PMC shipments. Will purchase a cheaper used forklift if one is available.
110	5440	541	01-01	Parks & Recreation	Parks Mgmt	(1) 1.00 FTE: Maintenance Supervisor II - Salary (Total-\$67,384)	\$45,240	\$45,240	\$0	P	P-01	01	1	PST	Offset is from the permanent Park Sales Tax. Over the past five years (FY 2008 - FY 2012), Columbia Parks and Recreation has added 149 acres of park land, developed 9 new parks, 4 major trails/connectors, and added the following facilities in new or existing parks: 10 playgrounds, 16 picnic shelters/areas, 4 restrooms, 6 basketball courts, 8 park trails (7.66 total trail miles), 6 tennis courts, 2 spraygrounds, 1 amphitheater, 1 dog park, 1 water slide, 4 game baseball fields, and 2 waterfalls. The last Maintenance FTE was added in 2004 and the position is needed due to the continued growth of the City and Department.
110	5440	541	01-35	Parks & Recreation	Parks Mgmt	Deferred Comp - Maintenance Supervisor II	\$905	\$905	\$0	P	P-01	01	1	PST	
110	5440	541	02-10	Parks & Recreation	Parks Mgmt	Social Security - Maintenance Supervisor II	\$3,461	\$3,461	\$0	P	P-01	02	1	PST	
110	5440	541	02-20	Parks & Recreation	Parks Mgmt	LAGERS - Maintenance Supervisor II	\$7,917	\$7,736	\$181	P	P-01	03	1	PST	
110	5440	541	02-34	Parks & Recreation	Parks Mgmt	Health Insurance - Maintenance Supervisor II	\$8,169	\$8,169	\$0	P	P-01	04	1	PST	
110	5440	541	02-36	Parks & Recreation	Parks Mgmt	Life Insurance - Maintenance Supervisor II	\$42	\$42	\$0	P	P-01	05	1	PST	
110	5440	541	02-30	Parks & Recreation	Parks Mgmt	Disability Insurance - Maintenance Supervisor II	\$158	\$158	\$0	P	P-01	06	1	PST	
110	5440	541	01-38	Parks & Recreation	Parks Mgmt	Cellphone Allowance - Maintenance Supervisor II	\$240	\$240	\$0	P	P-01	07	1	PST	
110	5440	541	01-35	Parks & Recreation	Parks Mgmt	Jean Allowance - Maintenance Supervisor II	\$336	\$336	\$0	P	P-01	08	1	PST	
110	5440	541	01-25	Parks & Recreation	Parks Mgmt	Meal Allowance - Maintenance Supervisor II	\$416	\$416	\$0	P	P-01	09	1	PST	
110	5440	541	17-10	Parks & Recreation	Parks Mgmt	Uniform Allowance - Maintenance Supervisor II	\$500	\$500	\$0	P	P-01	10	1	PST	

Fd	DpDv	Act	Acct	Dept[1]	Div[2]	Description	Amount	Offset[3]	Net Cost	Type [4]	Priority	Item [5]	Qtr [6]	Offset Expl. [7]	Justification	Status[8]	Date Approved [9]
552	5675	880	66-41	Recreation Services	ARC	Replace Treadmills (4)	\$21,200	\$21,200	\$0	O	O-1	01	1	RCIF	Replace of 4 treadmills with Recreation Center Improvement Fee		
552	5675	880	66-41	Recreation Services	ARC	Purchase Riding Autoscrubber	\$11,200	\$11,200	\$0	O	O-2	01	1	RCIF	Purchase a riding autoscrubber to keep up with facility demands; reduce staff time.		
552	5442	603	14-70	Recreation Services	Parks Mgmt-Golf & Athletics	Tee Sign Replacement at LA Nickell Golf Courses	\$12,000	\$12,000	\$0	O	O-3	01	1	GCIF	Current tee signs need to be replaced due to age and wear. Course improvements over the past 5 years have also changed distances on current signs resulting in inaccurate yardages on signs. Staff will replace 18 tee signs and will be funded by the Golf Course Improvement Fee.		
552	5442	880	66-40	Recreation Services	Parks Mgmt-Golf & Athletics	Rpl #3096- 2003 6700D Reelmaster (2,628 hours)	\$64,000	\$4,000	\$60,000	FR	FR-1	01	1	Trade-in	Scheduled Replacement based on age and hours.		
552	5442	880	66-40	Recreation Services	Parks Mgmt-Golf & Athletics	Rpl #3411- 2003 Range Cart w/attachments	\$14,000	\$500	\$13,500	FR	FR-2	01	1	Trade-in	Scheduled Replacement based on age and hours.		





Michelle Sorensen <msorens@gocolumbiamo.com>

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## Fwd: Toro Groundsmaster 4000 & Workman MD Quotes

1 message

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**Gabe Huffington** <gehuffin@gocolumbiamo.com>  
To: Michelle Sorensen <msorens@gocolumbiamo.com>  
Cc: Melinda Pope <mcp@gocolumbiamo.com>

Wed, Jun 26, 2013 at 10:13 AM

Michelle;

Please see the attached quotes from Professional Turf Products for three of the items on our FY13 purchase list that I sent to you yesterday.

The two Toro Workman MD carts will replace #3073 and #3097 and the Groundsmaster 4000 will replace #3101 - 11 ft. mower.

I would like to use the National IPA cooperative purchasing agreement that we have used in the past for similar purchases and the pricing on the agreement will meet our stated amounts for the equipment. We will plan to auction off the two carts and mower through gov deals or the auction site per Eric Evans.

Please let me know that you have received all necessary information and I will have Margie enter a requisition.

Thanks,  
Gabe

----- Forwarded message -----

From: **Brad Davisson** <davissonb@proturf.com>  
Date: Tue, Jun 25, 2013 at 6:17 AM  
Subject: Toro Groundsmaster 4000 & Workman MD Quotes  
To: gehuffin@gocolumbiamo.com  
Cc: dtmarch@gocolumbiamo.com, Karl Kaukis <kaukisk@proturf.com>

Gabe,

Per our discussion yesterday, attached are two quotes based on the National IPA Cooperative Purchasing Agreement: one for the Workman MD's and one for the Groundsmaster 4000. Please review and let me know if you have any questions or additional requests.

Thank you for the continued opportunity to work with you and the City.

Brad Davisson, SCPS

Account Executive

10935 Eicher Dr.

Lenexa, KS 66219

913-599-1449 Ext 5471

888-PROTURF

817/785-1901 Fax

DavisssonB@Proturf.com

www.proturf.com <<http://www.proturf.com/>>

Parts look-up

<[https://lookup3.toro.com/partdex/index.cfm?xCaller=Toro&lang=us\\_en](https://lookup3.toro.com/partdex/index.cfm?xCaller=Toro&lang=us_en)>

<<http://www.ebay.com/sch/ptproducts/m.html>>

<<http://www.facebook.com/proturfprod>>

—  
*Gabe Huffington*  
Park Services Manager  
Columbia Parks and Recreation Department  
PO Box 6015  
Columbia, MO 65205  
Phone: 573-874-7202



5 attachments

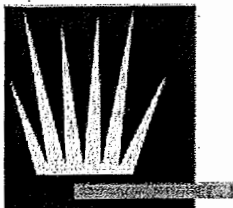




image001.jpg  
9K

**PROFESSIONAL**  
**TURF PRODUCTS**

 **image002.png**  
2K

 **image003.jpg**  
1K

 **6-25-13 City of Columbia GM 4000 Quote - NIPA.pdf**  
45K

 **6-25-13 City of Columbia Workman MD Quote - NIPA.pdf**  
46K



Melinda Sorensen <msorens@gocolumbiamo.com>

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**Fwd:**

1 message

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**Gabe Huffington** <gehuffin@gocolumbiamo.com>

Tue, Jun 25, 2013 at 3:44 PM

To: Melinda Pope <mcp@gocolumbiamo.com>, Michelle Sorensen <mdsorens@gocolumbiamo.com>

Melinda & Michelle,

Please see the attached documents outlining the approval from the City Manager to purchase five pieces of equipment in FY13 that were scheduled to be replaced in FY14. We have a large amount of personnel money that was not spent due to retirements and open positions that has been transferred to make these purchases.

The equipment with a star next to it on the attached supplemental listing will be the pieces that we are purchasing. All the old equipment will be sold by auction and I will be sending you that information as well.

Thanks,  
Gabe

----- Forwarded message -----

From: <parkrecmngt@gocolumbiamo.com>

Date: Tue, Jun 25, 2013 at 12:00 PM

Subject:

To: "Huffington, Gabe" <gehuffin@gocolumbiamo.com>

This E-mail was sent from "RNPDD5B4C" (Aficio MP 2550).

Scan Date: 06.25.2013 13:00:11 (-0400)


Queries to: parkrecmngt@gocolumbiamo.com


—  
*Gabe Huffington*  
Park Services Manager  
Columbia Parks and Recreation Department  
PO Box 6015  
Columbia, MO 65205  
Phone: 573-874-7202




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**2 attachments**

 **20130625130011233.pdf**  
264K

 **Fund Transfer FY13.pdf**  
314K



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

24th

day of August

20 17

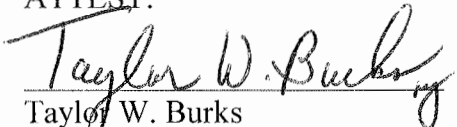
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement to effectuate the Application-Based Funding from the County to the City of Rocheport, in the amount of \$15,972.12, as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.

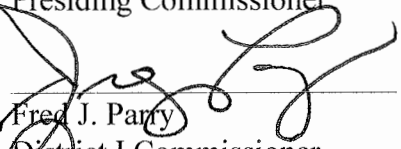
It is furthered ordered the Presiding Commission is hereby authorized to sign said Boone County Road & Bridge Improvement/Repair Cooperative Agreement.


Done this 24th day of August, 2017.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 24<sup>th</sup> day of August, 2017, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
  - a. County will pay to the City the sum of **Fifteen Thousand Nine Hundred Seventy-Two Dollars and Twelve Cents (\$15,972.12)** as determined by the formula for **Year 5 of the 6-year cycle** as described in the aforementioned

---

<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

**3. CITY AGREEMENTS.**

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 468-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

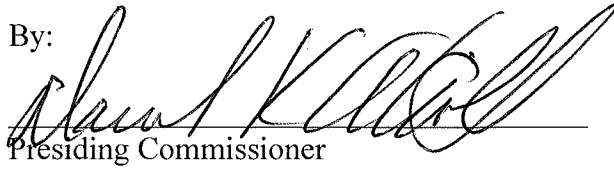
debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

**BOONE COUNTY**

By:

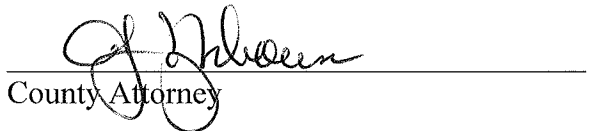
  
Presiding Commissioner

Date: 8-24-17

ATTEST:

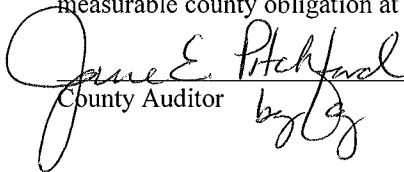
  
County Clerk

APPROVED AS TO FORM:

  
County Attorney

**Boone County Auditor Certification:**

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

 8/16/17  
County Auditor *by Jg* Date  
2049-71452

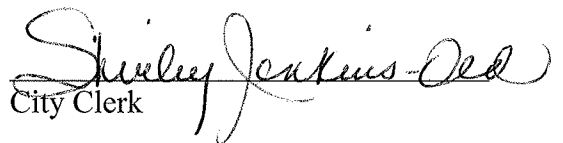
**CITY of ROCHEPORT**

By:

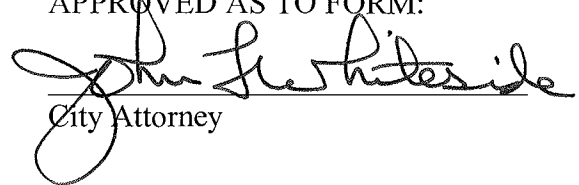
  
Authorized City Representative

Date: 8-7-17

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

24th

day of

August

20

17

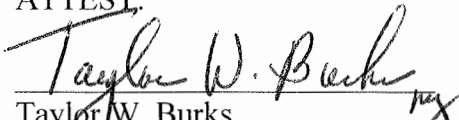
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment #1 to the Professional Services Contract with Engineering Surveys & Services as originally approved in Commission Order 175-2017.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment #1 for Professional Services with Engineering Surveys and Services.


Done this 24th day of August, 2017.

ATTEST:

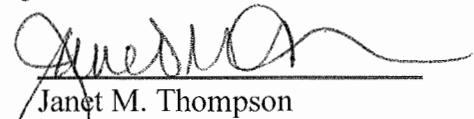
  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner

  
Fred J. Parry

District I Commissioner

  
Janet M. Thompson

District II Commissioner

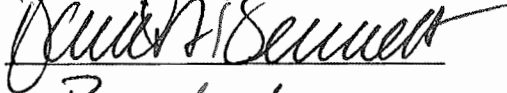
**CONTRACT AMENDMENT NUMBER ONE  
PROFESSIONAL SERVICES AS APPROVED IN COMMISSION ORDER 175-2017 DATED APRIL 3, 2017**

The Agreement for professional testing services dated April 3, 2017 made by and between Boone County, Missouri and **Engineering Surveys & Services** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:


1. Add concrete compressive strength and aggregate testing at Settlers Ridge subdivision as detailed in the attached proposal for a not to exceed cost of \$2500.00
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**ENGINEERING SURVEYS & SERVICES**

by   
title President


**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Commissioner

APPROVED AS TO FORM:

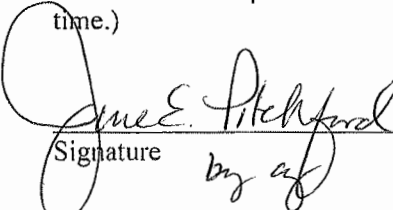
  
County Counselor

ATTEST:

  
Taylor W. Burks, County Clerk

**AUDITOR CERTIFICATION**

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

  
Signature *by af*

8/16/17  
Date

2041-71101

Appropriation Account



# Engineering Surveys & Services

Consulting Engineers, Land Surveyors, and Geoprofessionals  
Analytical and Materials Laboratories

1113 Fay Street  
Columbia, Missouri 65201  
Telephone: 573-449-2646  
Facsimile: 573-499-1499

ess@ess-inc.com  
www.ess-inc.com

March 13, 2017

Mr. Jeff McCann, PE  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, MO 65201

Re: Quality Assurance Proposal  
Settlers Ridge  
Boone County, Missouri

Dear Mr. McCann:

Thank you for the opportunity to submit this proposal for professional services on the referenced project. We propose to provide the following services:

- Field and laboratory concrete testing
  - 4 cylinder sets (1-7 day compressive strength tests, 2-28 day compressive strength tests, and 1 spare cylinder)
  - Assumed 8 sets of concrete cylinders for paving
  - Assumed 2 coarse aggregate samples for sieve analysis, finer than #200 material, specific gravity and absorption.

We propose to provide these services on a time expended basis with a not to exceed cost of \$2,500. All fees are applicable for the project duration. There are no mileage charges. All time is charged on a "portal to portal" basis from our Columbia office. All tests will be performed by Engineering Surveys & Services personnel using equipment and instruments owned by this firm.

Our experience on construction projects has shown that the final cost for quality assurance testing is affected by at least four variables which we as an independent laboratory cannot control. They include 1) the ability of the contractor/subcontractor to comply with the project specifications in a timely manner, 2) the level of effort for quality assurance testing the construction project manager deems necessary for the site specific job 3) the project schedule versus weather conditions and 4) onsite delays such as waiting on materials or the failure of site personnel to properly schedule testing and inspection services. Therefore, our proposed not to exceed cost for quality assurance testing is based on the project plans and specifications as well as historical costs for similar sized projects. We reserve the right to revise this proposal should the above proposed scope of services be affected by any of the variables listed.

All scheduling can be coordinated with Mr. Colin Smialek at our office.

If you have any questions regarding this proposal, please contact me.

Respectfully submitted,



Joshua D. Lehmen, PE

Other Offices  
Jefferson City, Missouri • Sedalia, Missouri

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STATE OF MISSOURI

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

Now on this day the County Commission of the County of Boone does hereby approve the attached revision to the County Purchasing Card Policy, Section XV. Purchasing Card Administrator, effective with the signing of this Commission Order.

Done this 24th day of August, 2017.

ATTEST:

Taylor W. Burks  
Taylor W. Burks  
Clerk of the County Commission

Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
District I Commissioner

Janet M. Thompson  
District II Commissioner

## Current Policy

### **XV. Purchasing Card Administrator:**

The Treasurer's and Auditor's Offices shall monitor the performance of the program.

The Purchasing Card Policy and Purchasing Card Administrative Procedures will be distributed to each Cardholder annually for review. In conjunction, a P-Card quiz must be completed by each Cardholder annually in order to continue participating in the Purchasing Card Program. Failure to complete the P-Card quiz will be reported to the Approving Official and the Cardholder's Elected Official/Department Head. The P-Card Administrator shall determine the subsequent action to be taken.

All questions or concerns shall be directed to the following:

Direct policy or administrative related questions to the Boone County Treasurer's Office: (573) 886-4364

Direct accounting related questions to the Boone County Auditor's Office: (573) 886-4275

Direct procurement related questions to the Purchasing Department: (573) 886-4391

## New, Revised Policy

### **XV. Purchasing Card Administrator:**

The Treasurer's and Auditor's Offices shall monitor the performance of the program.

A list of Purchase Card holders and the respective credit limits (per purchase and per month) will be distributed to each applicable Administrative Authority on an annual basis. The Administrative Authority will review the listing and notify the Treasurer's office of any changes

Direct policy or administrative related questions to the Boone County Treasurer's Office: (573) 886-4364

Direct accounting related questions to the Boone County Auditor's Office: (573) 886-4275

Direct procurement related questions to the Purchasing Department: (573) 886-4391

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

24th

day of

August

20 17

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

Now on this day the County Commission of the County of Boone does hereby impose its local use tax pursuant to the provisions of RSMo §144.757, at the same rate as the total county sales tax, currently one and three quarters percent (1.75%), provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action. A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year, or such other amount as promulgated by the Missouri Department of Revenue.

The imposition of this use tax shall be effective only after approval of a majority of the qualified voters casting a ballot at a county special election. It is further ordered that the County Commission of the County of Boone hereby calls for an election to be held on Tuesday the **7th day of November, 2017**, for the purpose of submitting to the voters the proposition contained in the following Notice of Election and Sample Ballot:

**NOTICE OF SPECIAL ELECTION**

Notice is hereby given to the qualified voters of the County of Boone that the County Commission of said county has called an election to be held in said county on the **7th day of November, 2017**, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said date, to vote on the proposition contained in the following sample ballot:

**OFFICIAL BALLOT**  
**COUNTY OF BOONE, STATE OF MISSOURI**  
**TUESDAY, November 7, 2017**

**Proposition U:**

Shall the County of Boone impose a local use tax on out-of-state purchases at the same rate as the total local sales tax rate, currently one and three quarters percent (1.75%), provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

The purpose of the proposal is to eliminate the current sales tax advantage that non-Missouri vendors have over Missouri vendors.

YES

NO

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ea.

Term. 20

County of Boone

In the County Commission of said county, on the

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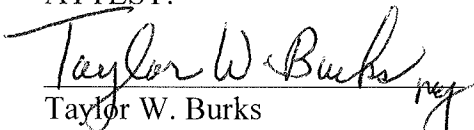
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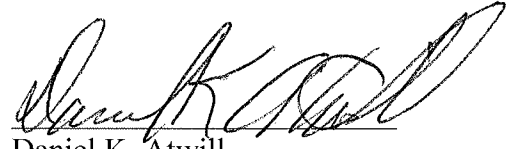
Instructions to voters: If you are in favor of the question, darken the oval opposite the word "Yes". If you are opposed to the proposition, darken the oval opposite the word "No".

The County Clerk of Boone County is hereby directed to provide notice of and conduct the election pursuant to the provisions of Chapter 115 RSMo.

Done this 24th day of August, 2017.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner