

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

14th

day of

September

20

17

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

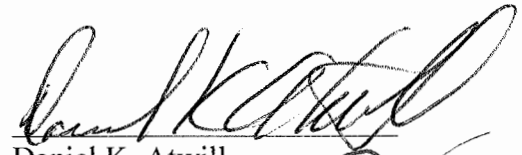
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment # Two to 133-123116SS – Maintenance for the Uninterruptible Power Supply at the Boone County Communications Center.

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 # Two.

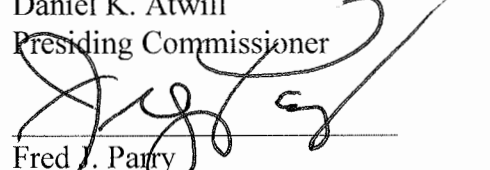
Done this 14th day of September, 2017.

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

# Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer



613 E. Ash St, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: September 5, 2017  
RE: Contract Amendment # Two – Contract 133-123116SS  
Maintenance for the Uninterruptible Power Supply at the Boone County  
Communications Center

Purchasing requests permission to amend term and supply contract 133-123116SS that currently provides maintenance on the Uninterruptible Power Supply (UPS) for the Boone County Joint Communications-911 Center at North Seventh Street. Amendment Two adds maintenance coverage for two additional UPS systems for the Boone County Communications Center located at 2145 East County Road. Contract 133-123116SS was originally established by way of Commission Order 542-2016. The contract is a sole source contract with Eaton Corporation of Cleveland, Ohio which is the proprietary source for repair service and parts on the Eaton UPS systems.

Addition of maintenance on the two additional UPS systems totals \$4,860.00 for coverage that runs through October 31, 2017 when the current contract period terminates. Costs will be paid from 2701 – Joint Communications Operations, account 60050 – Equipment Services Contract.

The intent to purchase as a sole source for the additional coverage was advertised in the Columbia Missourian and the Columbia Tribune on August 9, 2017.

/lp

c: Contract File

**CONTRACT AMENDMENT NUMBER TWO  
AGREEMENT FOR MAINTENANCE PLAN FOR UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT**

The Agreement **133-123116SS** awarded November 29, 2016 made by and between Boone County, Missouri and **Eaton Corporation** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD coverage under the Eaton Flex Service Plan for two (2) 9390-160 UPS systems, each with 30 batteries, to include Corrective Coverage service. The systems are located at the Boone County Communications Center at 2145 East County Road in Columbia, Missouri.
2. ADD Battery Preventive Maintenance for a total of sixty (60) batteries, with no Corrective Coverage service.
3. ADD Eaton PredictPulse 7X24 Remote UPS & Battery Monitoring, with no Corrective Coverage service.

Pricing for the two additional UPS systems shall be as identified in the attached pricing proposal from Applied Power Systems on behalf of Eaton Corporation.

4. 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.

**Eaton Corporation**

Digitally signed by Del Misenheimer  
DN: cn=Del Misenheimer, o=Eaton - Power  
Quality Americas, ou=Senior Vice President/  
General Manager,  
email=delmisenheimer@eaton.com, c=US  
Date: 2017.08.25 15:07:39 -04'00'

By: 

Signature

By: Del Misenheimer, Sr. Vice President/General Manager

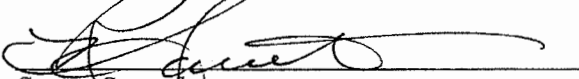
Printed Name/ Title

**Boone County, Missouri**

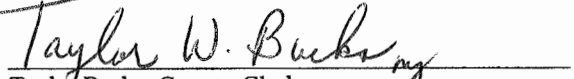
By: Boone County Commission

  
Daniel K. Atwill, Presiding Commissioner

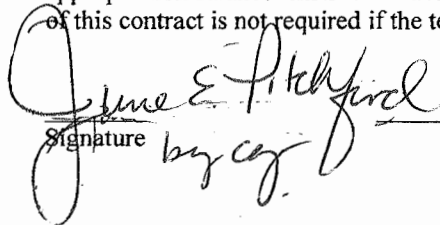
APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
Taylor Burks, County Clerk

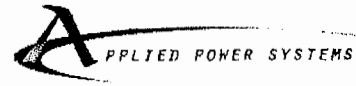
AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create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

  
Signature

8/30/17  
Date

2705/60050/\$4,860.00

Appropriation Account



Proposal #: WLK03102017-4  
 Quote Date: 8/11/2017  
 Effective until: 9/11/2017

Kelly Breig  
 Applied Power Systems  
 121 Weldon Parkway  
 Maryland Heights, MO 63043  
 314-427-5100  
 Email: [kbreig@apspower.com](mailto:kbreig@apspower.com)

**Prepared For:**

Mr. Doug Coley  
 Boone County Communications Center  
 2145 East County Road  
 Columbia, MO 65202  
 Phone: 573-886-4339  
 E-Mail: [dcoley@boonecountymmo.org](mailto:dcoley@boonecountymmo.org)

**For Equipment:**

(2) Eaton 9390-160 UPS each w/ (30) Batteries  
 S/Ns: EJ201CBC01 & EJ201CBC02

Current Eaton Coverage: Warranty  
 Current Eaton Warranty Expiration Date: 6/9/2017

Dear Mr. Coley:

As your Eaton representatives, we are pleased to provide the following proposal for Eaton factory services for the critical power quality equipment referenced above. Services are performed by experienced technicians trained and employed by Eaton with full access to Eaton resources and technical information. Important features of Eaton service include:

- Access to **rapid emergency response** from Eaton-trained technicians
- Local **field technicians with van-stocked, required, factory-certified parts**
- Access to **technical support** and **design engineering** resources

**PROPOSAL A**

**Eaton Flex Service Plan – (2) 9390-160 UPS Systems with (30) Batteries Each**

- **Includes Corrective Coverage**

- 7x24 Eaton On-Site Corrective Maintenance Coverage including all parts, labor & expenses.
  - Covers Electronics Only (excludes batteries and full capacitor upgrades)
- 8 Hour Eaton Technician Response
- 7x24 Eaton Technical Support Access
- Eaton Service Priority

Proposal A Investment – thru 10/31/2017.....\$ 2,910.00 total (2) units

As your units are less than three years old, Eaton does not require an annual UPS PM be included in the full coverage option. Please see Proposal B for UPS Preventive Maintenance option and Proposal C for Battery Preventive Maintenance option.

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater piece of mind. Learn more at [Eaton.com/UPSservices](http://Eaton.com/UPSservices)



## PROPOSAL B

### UPS Preventive Maintenance - (2) 9390-160 UPS Systems

- Does Not Include Corrective Coverage

- Comprehensive examination of internal and external operation parameters
- Calibration of all metering and protective features if required
- Functional testing of all transfer conditions
- Inspection of on-line performance of equipment with load
- Installation of systems upgrades where applicable (*system upgrades included at no charge under service agreements with full parts coverage, otherwise billable*)
- Replace air filters as applicable (*filters included at no charge under service agreements with full parts coverage, otherwise billable*)
- Written evaluation providing you a historical record of your equipment performance
- Review of alarm states, history, upgrade status
- Examination of interface to other powertrain equipment
- Visual check of batteries and battery environment
- Completed 5x8 (during business hours)

Proposal Option B – One-time 5X8 UPS PM on (2) 9390-160 UPS Systems.....\$ 3,015.00 total (2) units

## PROPOSAL C

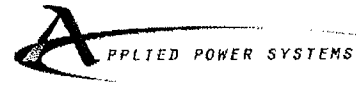
### Battery Preventive Maintenance - (60) Total Batteries

- Does Not Include Corrective Coverage

- 7 x 24 Annual Eaton Battery Preventive Maintenance Service Visit
  - Detailed analysis of each cell's condition, voltage, connection resistances
  - Report on condition, capability and recommended corrective action

Proposal Option C – One-time Battery PM on (60) total Batteries .....\$ 1,195.00 total (60) Batteries ✓

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater piece of mind. Learn more at [Eaton.com/UPSservices](http://Eaton.com/UPSservices)



**PROPOSAL D**

**Eaton PredictPulse 7x24 Remote UPS & Battery Monitoring**

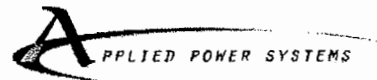
- **Does Not Include Corrective Coverage**

- One Year Eaton Predict Pulse Service – (2) Eaton UPS Systems
- (2) Eaton Environmental Monitoring Probes
- Real Time Updates and Diagnostics
- Online Dashboard Access
  - Real-Time Device Status
  - Alarms
  - Key Performance Metrics
  - Service History
  - Contact Information
- Mobile Application Alarm Data and Response
- Expedited Response to Critical Alarm Events
- Monthly Reports
- 7x24 Eaton Technical Support

***\*UPS must be configured with PredictPulse, a Web/SNMP/PXGX card, an Environmental Monitoring Probe, and a network connection in order to allow for remote monitoring and monthly reports.***

Proposal Option D – thru 10/31/2017, Eaton Predict Pulse.....\$ 755.00 total (2) units

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater piece of mind. Learn more at [Eaton.com/UPSservices](http://Eaton.com/UPSservices)



Eaton Corporation and Boone County agreed upon terms and conditions (11/2016) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by the Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

Please refer to the Scopes of Work (SOW) included for descriptions of service coverage and exclusions.

- Supporting Documents:
  - Proposal A: R-10, R-30, T-0, X-1
  - Proposal B: R-2, R-10, T-0, X-1
  - Proposal C: R-5, R-10, T-0, X-1
  - Proposal D: R-10, R-32, T-0, X-1, PredictPulse Quick Start Guide & Infographic
- Payment Terms: Net 30 Days, Billing Cycle: Invoiced Upfront
- Prices quoted herein are firm for thirty (30) days from the date of the proposal
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase, please sign, date and mark your option preference(s) below.
- If using a purchase order, **please issue to Eaton Corporation c/o Applied Power Systems** and reference **Proposal # WLK03102017-4** on your PO.
- Return all applicable attachments to: Eaton Corporation c/o Applied Power Systems  
121 Weldon Parkway  
Maryland Heights, MO 63043  
Fax 314-427-1080

Please indicate your approval by signing, dating and marking your option preference(s) below:

Name	Title	Date
Print Name:	Option(s)	Purchase Order Number

If you have any questions or need any additional information, please call me at Applied Power Systems, 314-427-5100. Thank you for entrusting us with your power protection.

Sincerely,

**Kelly Breig**

Applied Power Systems  
[kbreig@apspower.com](mailto:kbreig@apspower.com)

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater piece of mind. Learn more at [Eaton.com/UPSservices](http://Eaton.com/UPSservices)

**EATON CORPORATION**  
**Corporate Reference Sheet**

**Corporate headquarters**

1000 Eaton Boulevard, Cleveland, OH 44122

**Physical mailing address**

8609 Six Forks Road, Raleigh, NC 27615-2966

Attention: Thomas Davis

**Payment mailing address**

Included in the invoice

**Overnight payment address**

JPMorganChase Bank N.A.

Attention: Lockbox 93531-Eaton Corp

131 S. Dearborn-6<sup>th</sup> Floor

Chicago, IL 60603

Eaton bank representative:

Velencia Freeman: ☎ (312) 954-9364; ✉ [velencia.freeman@jpmchase.com](mailto:velencia.freeman@jpmchase.com)

**Banking information**

Wire ABA: 021000089

Swift: CITIUS33

Account Name: Eaton Corporation

Account Number: 4060-2102

**ACH Payment**

Swift: CHASUS33

ACH ABA Number, Transit/Routing: 071000013

Account Name: Eaton Corporation

Account Number: 5049288

**CTX Payment**

Processing thru Bank: ✉ [customerremit@eaton.com](mailto:customerremit@eaton.com)

E-mail notification must include payment type, amount, and company name in Subject line

**EDI Payment**

Third-Party Network (large customer): ✉ [list-corp-edi@eaton.com](mailto:list-corp-edi@eaton.com)

E-mail notification so customer can be set up by IT Department

**Customer Support Dispatch Center**

☎ (800) 843-9433 ☎ (919) 654-7185

**Certificate of Insurance**

For evidence of insurance coverage,

an electronic version of a Memorandum of Insurance can be found at the following website:

<https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=0308>

The site can be accessed 24 hours/seven days a week.

You will be able to download and print the electronic Memorandum of Insurance for inclusion in your files.

**State, date of incorporation and federal government identifier**

Ohio, August 28, 1916

34-0196300





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## **Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance**

### **Scope of Work Attachment R-2**

This scope of work is shared by the following power quality equipment types: **Eaton UPS, Eaton PDU/PDR/RPP/STS, Eaton DC, Vycon Flywheel and Non-Eaton equipment (MVS)**. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

#### **1. Visual Inspection**

- a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- b. Inspect all power connections for signs of overheating
- c. Inspect all subassemblies, bridges and legs for signs of component defects or stress
- d. Inspect all DC capacitors for signs of leakage
- e. Inspect all AC capacitors for signs of leakage
- f. Inspect and inventory all customer-owned spare parts
- g. Inspect for, and perform as required, any open engineering changes
- h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

#### **2. Internal Operating Parameters**

- a. DC Ground Detection Offset (if applicable)
- b. Inverter leg current average balance (if applicable)
- c. Output filter current average phase balance
- d. Rectifier bridge current average leg balance
- e. AC Protection settings are checked
- f. DC Protection settings are checked
- g. Input and Output Frequency and Voltage Bandwidth settings are checked
- h. Verify DC filter capacitance
- i. Verify AC tank and trap filter capacitance
- j. Power Supply voltages and waveforms
- k. Update firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- l. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)

#### **3. External Operating Parameters**

- a. System Input Voltages (all phases)
- b. System Input Currents (all phases)
- c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
- d. Rectifier phase on and walk up
- e. Inverter phase on and walk up



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- f. Adjust all panel meters to measured values
- g. System Bypass Voltages (all phases)
- h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
- i. Outage simulation, and battery capability testing, and verify charger current limit
- j. Generator operation and interface verification (if applicable)

#### 4. Environmental Parameters

- a. UPS area ambient temperature and condition of ventilating equipment
- b. General Cleanliness of UPS Power Module
- c. General Cleanliness of UPS area
- d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- e. Clean outside of UPS including control panel/CRT screen
- f. Flywheel only: Drain oil and change oil and filters **NOTE: One (1) oil and filter change per year.**

#### 5. Battery Cabinet Checks

- a. General appearance of Battery System (all types)
- b. General cleanliness of Battery System area (all types)
- c. Inspect cells for physical abnormalities
- d. Inspect all DC connections for abnormalities
- e. Battery System area ambient temperature and condition of ventilating equipment
- f. For internal batteries only measure and record:
  - i. Overall battery float voltage
  - ii. Charger output current and voltage
  - iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
  - iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

#### 6. Monitoring System Parameters

- a. Alarm archive review and printing
- b. Alarm lamp test-local and remote (if applicable)
- c. Replace all open monitor bulbs
- d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
- e. Review Battery Test in history (if applicable)

#### 7. General

- a. Customer Consultation
- b. Verbal Recommendations
- c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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## Eaton Valve Regulated (Sealed) Battery System Preventive Maintenance Scope of Work Attachment R-5

Battery Maintenance of Battery Equipment includes, and is expressly limited to, those tasks set forth below based on IEEE 1188. Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

Performed During Each Preventive Maintenance Visit <sup>1</sup> :	Below 100W/Jar	100W+/Jar
<b>A. Measure and Record the following:</b>		
1. Individual cell/battery float voltages and overall float voltage	Yes	Yes
2. Charger output current and voltage	Yes	Yes
3. AC ripple current and voltage imposed on the battery	Yes	Yes
4. Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery	No	Yes
5. Connection Resistance of 100% of the inter cell/battery connection	No	Yes
6. Ambient temperature and ventilation status	Yes	Yes
7. Negative terminal temperature of all cells/batteries	No	Yes
<b>B. Visually inspect conditions and appearance of the following:</b>		
1. Connection terminals inter cell/battery connectors, cables and associated hardware	Yes	Yes
2. Cell/battery covers, containers, and post seals	Yes	Yes
3. Battery racks or cabinets and associated components and hardware for structural integrity	Yes	Yes
4. Inspect cleanliness / corrosion of batteries, cabinet, rack and area	Yes	Yes
5. Battery monitoring equipment (if present)	Yes	Yes
6. Cell/battery jar or cover, noting any excessive distortion	Yes	Yes
<b>C. Perform cleaning of all accessible surfaces as required</b>		
	Yes	Yes
<b>D. Performed Once Per Calendar Year:</b>		
The yearly maintenance procedure should include all of the above with the addition of the following:		
1. Measure and record the connection resistance of 100% of the inter cell/battery connections.	No	Yes
2. Refurbish and re-torque any connection where the resistance is above 20% of the average.	No	Yes
<b>E. Reporting Each Preventive Maintenance Visit:</b>		
1. The technician(s) will issue the customer a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer's site.	Yes	Yes
2. A detailed report containing all readings and observations will be sent to the customer within five business days.	No	Yes

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## Eaton Ancillary Device Parts and Labor Coverage Scope of Work Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

**Covered ancillary device types** (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):

- SBM (System Bypass Module), which includes UL 1778 "Uninterruptible Power Systems" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 "Switchboards" version or UL1558 "Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP – Maintenance Bypass Panel
- IAC – Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

**Covered components within covered ancillary devices** shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

**Excluded components within covered ancillary devices** shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

**Excluded ancillary device types** (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- Battery Monitoring Systems
- IDC – Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS – Static Transfer Switch device (e.g., Cyberex Switch)
- PDU – Power Distribution Unit



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- PDR – Power Distribution Rack
- RPP – Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS – Automatic or Manual Transfer Switch
- TVSS – Transient Voltage Surge Suppressor
- PFC – Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

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## Eaton UPS Flex Onsite Service Parts and Labor Coverage Scope of Work Attachment R-30

This scope of work is shared by the power quality equipment types listed in the below table. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

Equipment Type	Electronics Corrective Maintenance Coverage	Battery Corrective Maintenance Coverage	Tech Support
Eaton 3 Phase UPS	Yes	No	Yes
Eaton 1 Phase UPS	Yes	Yes	Yes
Eaton DC	Yes	No	Yes
Eaton PDU/PDR/RPP/STS	Yes	No	Yes
Flywheel	Yes	No	Yes
Non Eaton equipment (MVS)	Yes	No	Yes

If optionally purchased by Customer within the first three (3) years of a Eaton® 3 Phase UPS installation date (first startup) OR,

If optionally purchased by Customer in conjunction with one or more annual on-site UPS Power Module Preventive Maintenance SOW R-2 of the same duration, Contractor will provide:

- 1. Electronics Corrective Maintenance Coverage:** Inspection and repair of the electronic portion of the UPS (or other equipment type), or "Power Module" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Purchaser maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance and shall replace the spare parts, which it so uses, at no cost to the Purchaser. **Exclusions:** certain wear parts are excluded from electronics corrective coverage including batteries and full capacitor replacement. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers' warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or "major maintenance" per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 93PM, 9390 and 9395 UPS models have a special policy on capacitor replacements: DC link capacitors are eligible for inspection and repair at no extra charge (excludes AC capacitors).



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2. **Battery Corrective Maintenance Coverage (Limited to 1 Phase UPS Models and BladeUPS):** Inspection and repair of the internal battery portion of the UPS (or other equipment type), or "Internal Battery" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Internal Battery, travel expenses, all necessary parts replacement, adjustments and repairs. External battery coverage, if applicable, must be purchased separately if external batteries or battery cabinets exist.
  3. **7x24 Technical Support:** technical support via telephone or email to Contractor shall be available to answer product or support questions.
  4. **Customer Web Account Access:** Contractor will provide Purchaser with web-based access to account information and site service records. Access will be password restricted for maximum security of Purchaser records. A history of service performed, as well as scheduled service calls will be available.

The Purchaser shall, from the commencement date of the Service Agreement, maintain the UPS Power Module in accordance with the published operating specifications for the Power Module at the time of purchase. The Purchaser shall, unless otherwise specified in the Service Agreement, maintain the Battery System in strict accordance with the Battery System manufacturer's recommended maintenance guidelines.

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## **Eaton PredictPulse™ Remote Monitoring Service Scope of Work (SOW) Attachment R-32**

The terms and conditions in this SOW are in addition to and are incorporated by reference into the T-0 Service Agreement – Terms and Conditions (“Service Agreement”). Terms that are capitalized in this SOW shall have the same meaning ascribed to them in the Service Agreement, unless stated otherwise in this SOW. In case of any conflict between this SOW and the Service Agreement, the terms and conditions of this SOW shall control.

**DEFINITIONS.** The following terms shall have the following meanings whenever used in this SOW:

“PredictPulse Service” means Contractor’s PredictPulse™ remote monitoring service, which includes the collection of status, alarm, and performance information and data from network-connected Covered Equipment, and the analysis and monitoring of such information and data to provide alarm notifications and reports to Customer and/or its Users.

“Equipment Data” means all Covered Equipment status, alarm, and performance information and data that is collected, analyzed, generated, displayed, and reported in connection with the PredictPulse Service and all information and data about Customer’s and/or its Users’ use of, and interaction with, the PredictPulse Service. For avoidance of doubt, Equipment Data does not include any Personal Data or any information or data relating to the identity of Customer, which would specifically link or associate Customer with such Covered Equipment status, alarm, and performance data or such use and interaction data.

“Customer Equipment Data” means Equipment Data combined with any information or data that is inputted into the PredictPulse Service by a User relating to the identity of Customer, which specifically links or associates Customer with the Equipment Data.

“Personal Data” means all personally identifiable information and data relating to employees or agents of Customer, Users, or other individuals, including without limitation, the name, title, employer, address(es) (residential and/or business), email address(es) (personal and/or business), and phone number(s) (personal and/or business) of such employees, Users, and other individuals, which is inputted into the PredictPulse Service by Users.

“User” means any individual who uses or accesses the PredictPulse Service on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

### **1. PredictPulse Service Description and Customer Requirements**

1.1 Contractor will provide the PredictPulse Service on subscribed Covered Equipment. The PredictPulse Service shall include alarm notifications via a dashboard, mobile application, and monthly report summarizing alarms and Equipment Data.

- a. Access to the PredictPulse Service shall be from Contractor’s web portal and include Covered Equipment status, alarms, reports and service history.
- b. Contractor’s obligation shall be to enable enrollment in the PredictPulse Service by Customer, validation of the PredictPulse Service, and to notify Customer contact when a critical alarm occurs.
- c. Contractor will remotely diagnose critical alarms and if appropriate, resolve emergency events as if Customer has requested Covered Equipment Service, enabling Contractor to arrive at the location of the Covered Equipment per the contracted CPM hours. If subscribed





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Covered Equipment has no contracted Covered Equipment Service coverage other than the PredictPulse Service, Contractor's obligation will solely be to notify Customer contact when a critical alarm occurs.

- d. Display and availability Equipment Data will vary and depend on the Covered Equipment, connectivity equipment and access to Customer provided network.

1.2 The PredictPulse Service will only be available if Customer provides and supports a CAT5 LAN/Ethernet cable connected to Customer's email server or equivalent network (along with necessary network configuration information (including IP addresses) to facilitate connectivity).

1.3 Covered Equipment will continue to transmit Customer Equipment Data to Contractor until Customer disconnects or disables the network connection. Upon termination of the PredictPulse Service, Customer is responsible for disconnecting or disabling any Covered Equipment from Customer's network connection. Contractor will not be responsible for notifying or reminding Customer that it must disconnect or disable any Covered Equipment from Customer's network connection after termination of the PredictPulse Service. Contractor will continue to own the Equipment Data and not incur any liability as a result of Customer's failure to disconnect or disable any Covered Equipment from the network connection.

1.4 Customer shall register at [www.my.eaton.com](http://www.my.eaton.com) with a valid email address, self-maintain a complex password, and contact information in order to access the PredictPulse Service.

1.5 Connectivity Equipment Excluded – Customer shall be responsible for purchasing and/or upgrading compatible connectivity equipment required to support the PredictPulse Service.

1.6 Parts and labor coverage for all Covered Equipment is separate from the PredictPulse Service.

## 2. Data

2.1. Unless it receives Customer's prior written consent, Contractor: (a) shall not disclose to third parties or publish Customer Equipment Data and (b) shall not intentionally grant any third party access to Customer Equipment Data. Notwithstanding the foregoing, Contractor may disclose Customer Equipment Data as required by applicable law or by proper legal or governmental authority. Contractor shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

2.2. Contractor shall own all Equipment Data and all results from processing such data, including without limitation, compilations and derivative works of such data. Contractor may use such Equipment Data for any purpose, including without limitation, for data mining, analysis and trending purposes, and may disclose Equipment Data to third parties without Customer's consent for any purpose, including without limitation, for comparison and reliability reporting.

2.3. Contractor collects Personal Data from Users of the PredictPulse Service for the purpose of allowing Eaton to provide the PredictPulse Service to Customer. Contractor does not sell Personal Data disclosed to it through the PredictPulse Service, but it may transfer such Personal Data outside of the United States and share the information with third parties that Contractor retains to provide services on its behalf and to Contractor's sales representatives, which include third parties. In addition, Contractor may disclose Personal Data it collects as required by law, an arbitral body, a court of competent jurisdiction, a law enforcement agency, or any other government agency, and may disclose personal information it collects when it believes it is appropriate to prevent physical or financial loss or in connection with an investigation of suspected or actual illegal activity. If a User desires to withdraw its consent to Contractor's use of his/her Personal Data in connection with the PredictPulse Service, such User can submit a request to Contractor to remove his/her Personal Data from the PredictPulse Service at the following email address: [jam@eaton.com](mailto:jam@eaton.com) or auto link <mailto:jam@eaton.com>, specifying removal of your Personal Data from the PredictPulse Service. Following receipt of such request, Contractor will remove all of such User's Personal Data from the PredictPulse Service. If a User withdraws his/her consent to Contractor's



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use of Customer's Personal Data as described in this Agreement, Contractor may terminate such User's Customer's access to the PredictPulse Service. To the extent that a User inputs or otherwise provides in the PredictPulse Service the Personal Data of another individual, whether or not an employee of Customer or whether or not such individual is another User of the System ("Other Individual"), Customer represents that it has obtained such Other Individual's prior written consent to: 1) allow such User to input such Other Individual's Personal Information into the PredictPulse Service and 2) the foregoing Personal Data privacy terms. Customer shall have sole responsibility for any violation of privacy laws as a result of its failure to obtain the Other Individual's prior written consent as described in the preceding sentence.

2.4. Contractor makes no warranty regarding, and has no obligation with respect to, the accuracy, completeness, or omissions of any Customer Equipment Data or any report, alarm, notification, or recommendation generated or not generated by the PredictPulse Service based on the Customer Equipment Data. Customer must use reasonable judgment in interpreting this data and information, and contact his or her local Eaton sales representative or Contractor Technical Support with any questions.

2.5. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the PredictPulse Service, Customer assumes such risks. To the extent permitted by law, Contractor offers no representation, warranty, or guarantee that Customer Equipment Data and/or Personal Data will not be exposed or disclosed through errors or the actions of third parties.

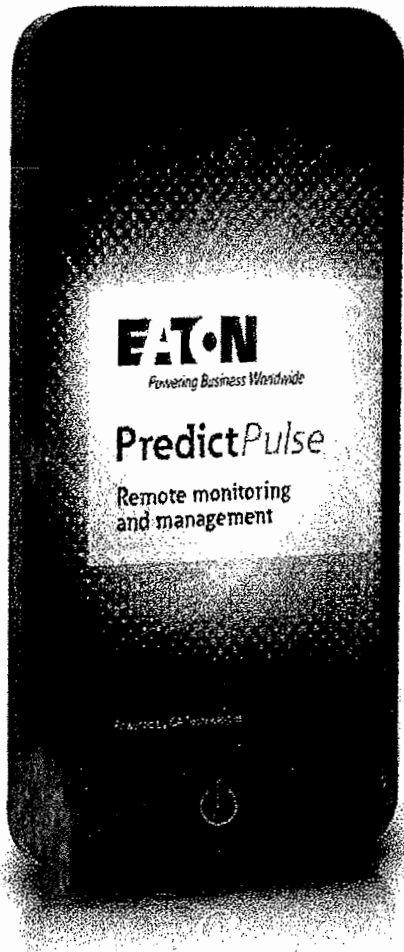
### 3. Customer Restrictions

3.1. Customer shall not: (a) use the PredictPulse Service for any purpose other than for its intended purpose or otherwise misuse the PredictPulse Service; (b) provide PredictPulse Service passwords or other log-in information to any third party; (c) share non-public PredictPulse Service features or content with any third party; (d) access the PredictPulse Service in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the PredictPulse Service, or to copy any ideas, features, functions or graphics of the PredictPulse Service; (e) attempt to penetrate or disable any security system, or intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of the PredictPulse Service, including without limitation any computer, communications system, or website associated therewith; or (f) attempt to access or otherwise interfere with the accounts of other users of the PredictPulse Service. In the event that it suspects any breach of the requirements of this Section 3.1, including without limitation by Users, Contractor may suspend Customer's use of the PredictPulse Service without advanced notice, in addition to such other remedies as Contractor may have. This Agreement does not require Contractor to take any action against Customer or any User or other third party for violating this Section 3.1 or this Agreement, but Contractor is free to take any such action it sees fit.

PredictPulse and Eaton are trademarks of Eaton Corporation.

# PredictPulse™

## Quick start guide



Welcome to Eaton's PredictPulse monitoring and management service. This guide goes over what's included, explains how this service works and helps you set it up. You'll be up and running in no time!

For additional information about PredictPulse, visit [Eaton.com/PredictPulse](http://Eaton.com/PredictPulse). If you have specific questions, call Eaton (in the US) at **800.843.9433, option 2, then 5**, or send an email to [predictpulsesupport@eaton.com](mailto:predictpulsesupport@eaton.com).

---

### What do I need to get started with PredictPulse?

- Eaton UPS with connectivity support that's started and on-line
- Eaton connectivity card and environmental monitoring probe installed and connected to your network
- Network access and an IP address for each device to be activated

### What's included with PredictPulse?

- Remote monitoring of all your subscribed devices by Eaton 24x7
- Real-time access to your alarms and performance via a dashboard and mobile app
- Summary report emailed to you each month
- Remote diagnosis and response to critical alarms
- Expedited response by Eaton during critical events, resulting in faster resolutions. Eaton also keeps you informed from alarm alert to resolution.<sup>1</sup>

### How does PredictPulse work?

After you activate one or more Eaton UPS devices and your profile at Eaton's portal (MyEaton), subscribed devices will send health and alarm data to Eaton. Aggregated PredictPulse data will automatically appear on your dashboard. Additionally, alarm data can be viewed using the PredictPulse mobile app.

Device data is sent using one-way outbound email (SMTP) to maximize security; Eaton cannot interrogate or control any devices. Health data is sent either every 15 minutes or daily, based on the connectivity card. Alarm data is sent real-time.

### Where can I set up PredictPulse?

On devices located in the United States (limited exceptions for international sites), PredictPulse can be self-installed and activated.

### What if I don't have the connectivity parts?

Call or email Eaton to request or purchase any missing parts, get help with installing parts, or to make an appointment for an Eaton field technician to install PredictPulse. Find a list of PredictPulse compatible Eaton products and connectivity parts at [Eaton.com/PredictPulse](http://Eaton.com/PredictPulse).

### What information can I get from my PredictPulse dashboard?

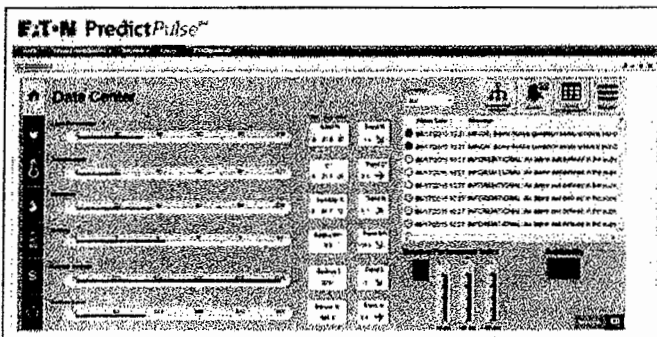


Figure 1. PredictPulse dashboard

- **Key performance gauges**—shows most current average value of all devices based on duration
- **Duration**—view information based on the last 24 hours, 7 days or 30 days of data (if available)
- **Range and trend**—shows minimum, average and maximum values, plus trend rate of change in percentage as green, yellow or red based on duration; this offers insight to positive or negative changes
- **Alarm view**—shows most current alarms from all devices based on duration; click on links to see alarm detail by device
- **Relative Performance Index (RPI)**—shows most current overall power equipment health by 30-, 60- and 90-day trends as green, yellow or red; green is positive, yellow is caution and red is negative
- **Availability**—shows availability of devices to protect loads based on duration (100 percent means all devices were always online)

List views—like the one you see under alarms—can be sorted by any column header. To view all dashboard pages and functions, including reports, go to [Eaton.com/PredictPulse](http://Eaton.com/PredictPulse).

### What's the monthly summary report?

All PredictPulse customers will receive a monthly report aggregating all device performance data, trends and alarms. Similar to the dashboard, green, yellow and red colors offer at-a-glance insight into the operating status of your power equipment.

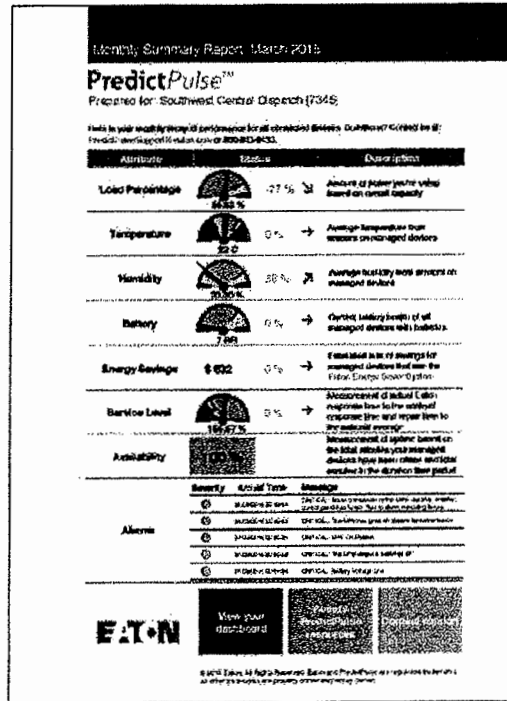


Figure 2. Monthly summary report

### How do I activate PredictPulse?

There are two ways to activate your PredictPulse subscription: a wizard tool or a special set-up feature for newer connectivity cards.

#### Which option is best?

- The Eaton PredictPulse Wizard works with all devices and new and legacy connectivity cards. While most universal, the wizard must be on the same network and you must have admin rights to each connectivity card (if passwords have been created).
- The Eaton Power Xpert Gateway UPS and Mini-Slot connectivity cards (PXGXUPS, PXGMS) include a new PredictPulse activation set-up feature. As long as these cards are on your network, you can quickly activate subscriptions without the wizard and save time. You must have admin privileges to log into the Power Xpert Gateway or Power Xpert Mini-Slot connectivity card.

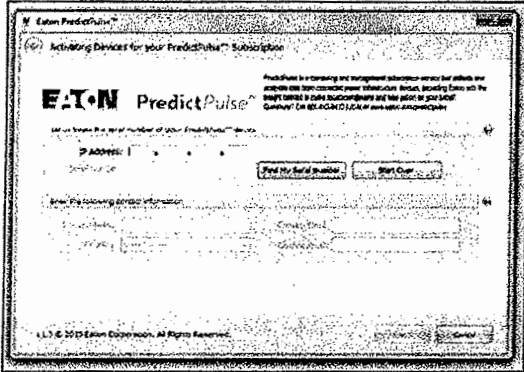
#### Eaton uses a two-step activation process

- **Step 1** happens via the device you are activating—it sends Eaton an activation request using your email system.
- **Step 2** is an email from Eaton confirming your request. It will include a registration link for the MyEaton portal ([My.Eaton.com](http://My.Eaton.com)). Clicking on this link directs you to a special profile page and your PredictPulse dashboard.

**Can I register multiple devices at the same time?**

The Eaton PredictPulse Wizard allows you to activate additional devices after you've successfully registered a device to save time.

**How to activate PredictPulse using the Wizard installer**



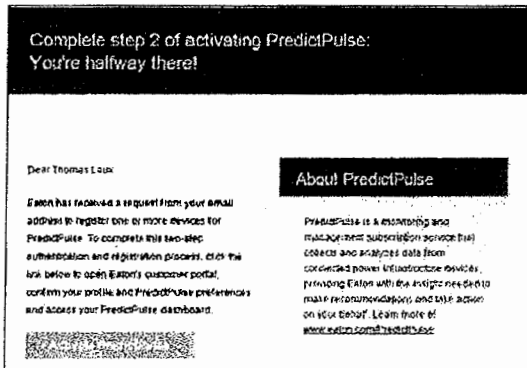
**Figure 3.** Wizard installer application

**Note:** The PredictPulse Wizard must have access to the same network (subnet) that the Eaton devices are on. You'll also need connectivity card passwords if those have already been created.

The PredictPulse Wizard installer can be downloaded from [Eaton.com/PredictPulse](http://Eaton.com/PredictPulse) to discover and activate all Eaton devices already on your network. You just need to have the device IP address handy and access to your email network.

**Step 1: Activate your device's subscription**

- Open the PredictPulse Wizard installer application
- Enter the device's IP address and click the "Find My Serial Number" button
- Confirm that the serial number displayed is the one for the desired device. If the wrong device is displayed, click the Start Over button and reenter the correct IP address.
- Enter your name (first and last), email address and country (default is United States)
- Click the "Install" button to proceed or "Cancel" button to stop all set-up actions
- Confirm that you want this device to be activated by Eaton for your PredictPulse subscription. Once you do this, the wizard pulls the necessary device information, tests your email network and sends an email request to Eaton to activate your device and subscription.



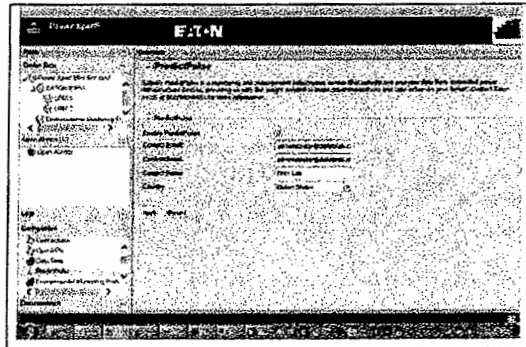
**Figure 4.** Sample activation email from Eaton

**Step 2: Confirm your subscription and access your dashboard**

- Click on the link in the activation confirmation email from Eaton. This will direct you to your contact profile information on the MyEaton portal.
- Create a password. This is required the first time you visit the MyEaton portal.
- Edit your contact information and click OK
- Use the blue toolbar at the top of the page to view PredictPulse support information and download the mobile app from the Apple or Android app stores.
- Access your PredictPulse dashboard.

**Tip:** Bookmark the Eaton portal site on your browser so you can easily access your PredictPulse dashboard.

**How to activate PredictPulse using an Eaton Power Xpert Connectivity Card**



**Figure 5.** Power Xpert Connectivity Card

Eaton Power Xpert connectivity cards with the latest firmware already include a PredictPulse activation feature. If you need to update your connectivity card's firmware go to [Powerquality.eaton.com/Support/Software-Drivers](http://Powerquality.eaton.com/Support/Software-Drivers) and choose "Connectivity upgrades."

**Step 1: Activate your device's subscription**

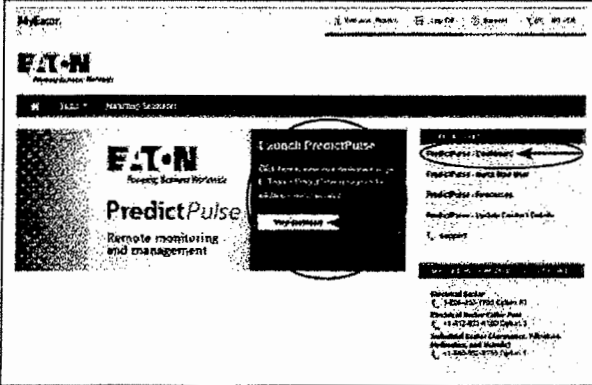
- Run the Eaton Power Xpert connectivity card browser software and open the application. For card directions visit [Powerquality.eaton.com/Support/Documentation/](http://Powerquality.eaton.com/Support/Documentation/)
- Select PredictPulse from the configuration window (lower left corner) and open the PredictPulse tab
- Enter your name (first and last), email address and country (default is United States)
- Click the "Apply" button to proceed or "Discard" button to stop all set-up actions
- Confirm that you want this device to be activated by Eaton for your PredictPulse subscription. Once you do this, the wizard pulls the necessary device information, tests your email network and sends an email request to Eaton to activate your device and subscription.

**Step 2: Confirm your subscription and access your dashboard**

- Click on the link in the activation confirmation email from Eaton. This will direct you to your contact profile information on the MyEaton portal.
- Create a password. This is required the first time you visit the MyEaton portal.
- Edit your contact information and click OK
- Use the blue toolbar at the top of the page to view PredictPulse support information and download the mobile app from the Apple or Android app stores
- Access your PredictPulse dashboard

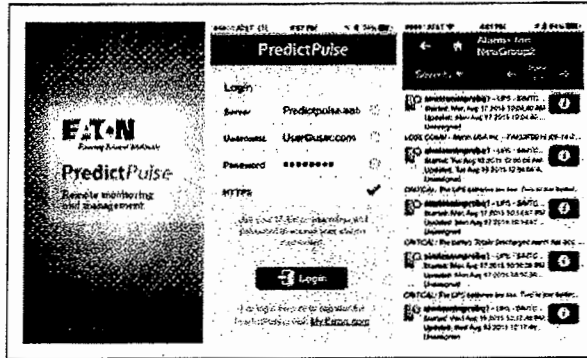
### How to use the MyEaton portal

The MyEaton portal ([My.Eaton.com](http://My.Eaton.com)) is where you confirm device activations and access your PredictPulse dashboard. It also includes support information, links to download the mobile app and other relevant resources.



**Figure 6.** MyEaton portal landing page with multiple ways to launch the PredictPulse dashboard

### How to download and use the PredictPulse mobile app



**Figure 7.** PredictPulse mobile app screens

**Tip:** Check the HTTPS box before pressing the login button.

Eaton will communicate alarm events and alerts via the PredictPulse mobile app after devices are activated and the two-step activation process is complete.

The app displays alarm data by device, severity and time. Eaton acknowledges and time stamps all critical alarms, displaying the Eaton owner for each alarm. All alarm types are also displayed by severity (critical, major, minor, warning, informational, clear).

Visit the Apple iTunes App Store or Google Play Android Store, search for Eaton PredictPulse and download the free app to your device. To log into the app, use the same username (your email address) and password as you do for MyEaton. In the server field, enter **predictpulse.eaton.com**. Once you log in, the app will store your credentials.

This single sign-on for MyEaton and the mobile app ensures security of your device and account data. Should you forget or need to change your password, go to MyEaton to reset your password. Once reset, your new mobile password should be available within 15 minutes.

1. Based on the service agreement contracted period of maintenance and response time for covered equipment; PredictPulse may be purchased separately from any other service coverage.



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November 2015

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# PredictPulse™ 101

Learn more:  
Eaton.com/PredictPulse

## Remote monitoring = Peace of mind

PredictPulse is a remote monitoring and management service that collects and analyzes data from connected power infrastructure devices, providing us with the insight needed to make recommendations and take action on your behalf.



Every 15 minutes

Managed devices send parametric data to our monitoring center

- Load percentage
- Temperature
- Humidity
- Battery health
- Energy savings
- Service level

Updated status information shows up on your dashboard and mobile device

Every month you'll get a report

summarizing the past 30 days of status, performance, alarms and upcoming service

Eaton monitoring experts determine if anything is out of the ordinary

If something is amiss ...

- You'll see it pop up on your dashboard immediately
- An alert will be sent to the mobile app

We'll remotely analyze and diagnose critical alarm events and notify you of our on-site response based on your service contract



## How it works

- REGISTER** for PredictPulse
- ALIGN** with your service contract
- ACTIVATE** compatible devices
- ACCESS** the dashboard
- DOWNLOAD** the mobile app

## If a technician is dispatched, they ...

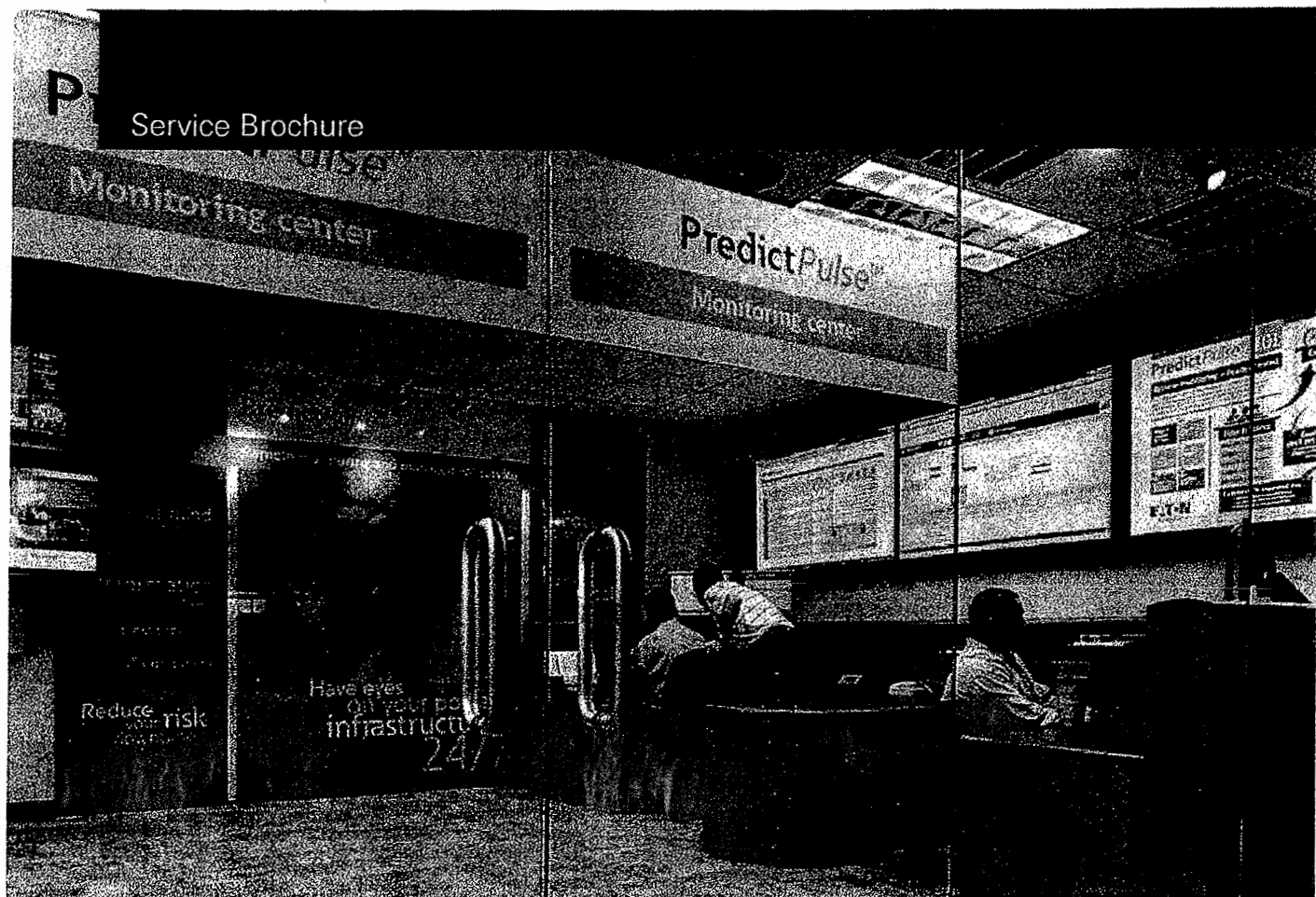
- Will have a probable diagnosis of the problem
- Can access service history and repair instructions
- Arrive with needed parts, expediting repairs

### What it means for you

- Peace of mind
- Less time managing your IT equipment
- Reduced risk
- Access to real-time status information
- Expedited repairs



Note: Some devices may transmit parametric data daily; data may vary based on device type.  
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# PredictPulse<sup>TM</sup>

## Predictive remote monitoring for infrastructure management

In a perfect world, you'd have eyes on your IT infrastructure and power management equipment constantly, making sure it's protecting critical assets, running efficiently and replacing parts before they fail. That's not reality though. Your team—however big or small—has more to tend to than just the IT environment. Plus, you don't have a crystal ball to predict failures. That's where remote monitoring and predictive analytics can make a difference. It means a second set of eyes is keeping tabs on your equipment, notifying you of any issues and proactively replacing components during a planned maintenance window.

**PredictPulse** is a cloud-based monitoring and management service that collects and analyzes data from connected power infrastructure devices, providing us with the insight needed to make recommendations and take action on your behalf. It's also powered by CA Technologies, bringing together the best in hardware and software.

**PredictPulse Insight** is the first cloud-based analytics service for data center infrastructure to predict the failure of power components. The new service adds predictive analytics to Eaton's next-generation PredictPulse remote monitoring service, shifting power monitoring from a reactive to a proactive model.

# EATON

*Powering Business Worldwide*



# Why PredictPulse?

Power management solutions involve complex devices that can fail for any number of reasons. Eaton knows these devices inside and out, making us the best source for keeping them running so you can achieve 100 percent uptime.

## 40%

of all UPS failures are due to parts

## 60%

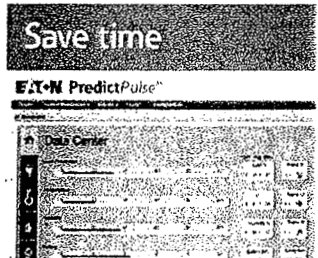
are due to human, design and other errors



**Peace of mind**



**Real-time status**



**Save time**



**Reduced risk**

**Rely on Eaton to:**

- Remotely monitor and manage on site service 24x7 so you can focus on your business and IT priorities
- Manage critical alarms and expedite on site service for any emergency

**The dashboard and mobile app (see page 4) provides:**

- Real-time status updates, such as alarms and Eaton's response during critical events
- Key performance metrics
- Service history
- Contact information

**Make your life easier with:**

- An easy self-installation and registration process using Eaton connectivity cards
- Cloud-based monitoring that requires no special wiring or software
- A secure dashboard that allows you to add, change and delete devices, adjust access permission and set escalation preferences
- Remote diagnostics that allow our experts to predict power failures before they happen

**Achieve 100 percent uptime through:**

- Our service that spots issues early to improve the reliability of your infrastructure
- Proprietary algorithms and processes enable predictive analytics, remote diagnosis and expedited repairs
- PredictPulse also manages the collection of monitoring data and sends it to you through secure communication

## Which PredictPulse level is right for me?

Feature	PredictPulse	PredictPulse Insight	PredictPulse Insight Plus
Increased power reliability	X	X	X
Installation in minutes	X	X	X
24x7 monitoring and management by Eaton	X	X	X
Remote diagnosis of issues and alarms by Eaton	X	X	X
Expedited repairs	X	X	X
Access to real-time device and alarm data	X	X	X
Performance and device health insights	X	X	X
Secure data transfer	X	X	X
Predictive analytics to identify component failure		X	X
Predictive parts: VRLA batteries, capacitors, fans, filters, power modules <sup>1</sup>		X	X
Verification visit before proactive component replacement		X	X
Reduced downtime from part failures by 75%		X	X
Baseline health inspection and firmware updates		X	X
Cost of proactive component replacement included (except batteries <sup>2</sup> )			X

<sup>1</sup> Power module predictive availability in 2017

<sup>2</sup> Battery replacement coverage may be purchased separately (Full Battery Coverage), but capacitors, fans and other parts are eligible for proactive replacement coverage with PredictPulse Insight Plus

# How do you predict the risk of component failures?

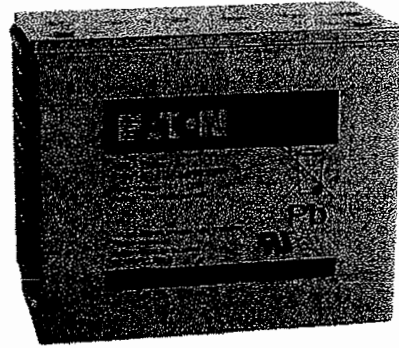
Batteries are a great example.

VRLA batteries are a leading cause of UPS failures since they provide the power backup supply and degrade over time. Here are some of the critical inputs we capture and trend over the life of a battery:

- Battery make and model—define maximum and average life based on UPS rating
- Frequency and depth of battery discharge in minutes and percentage
- Temperature
- Age of battery
- UPS load percentage
- Battery test results measuring voltage and resistance over time based on battery age
- UPS operating mode
- UPS service history compared to similar UPSs with same battery make and model
- UPS logic and battery alarms
- Battery inspection test results
- UPS application

After inspecting and onboarding an Eaton UPS for PredictPulse Insight, Eaton will:

- Calibrate algorithms to specific batteries based on age and condition
- Respond to a predictive alert by arranging a planned maintenance inspection



Eaton 12V 540-watt battery

## How it works

### Getting started

- PredictPulse works with compatible Eaton UPS devices with a standard Eaton connectivity card and an environmental monitoring probe connected to your network's email SMTP server
- Eaton uses one-way outbound emails to transmit all data and alarms—we don't expose your network since Eaton never needs to come back through your firewall

### Online portal and reporting

- Your real-time dashboard aggregates data from all subscribed devices
- You receive a monthly and device detail report that summarizes the most recent 30 days of status, overall performance, alarms and system health

### Device data, transport and security

- PredictPulse uses SMTP Relay to transport data from subscribing devices to Eaton computers
- We use industry standard security, reliable connectivity and your email server to transmit data, ensuring that data only flows out and never back in
- We adhere to rigorous IT security and data protection processes and built PredictPulse on the CA Technologies platform, an industry leader in IT security applications



PredictPulse uses connectivity cards in our UPSs, like the 5PX, to send data to our monitoring center every 15 minutes.

### Alarm management and customer support

- We monitor and manage all subscribing device alarms 24x7
- Our alarm technicians acknowledge all critical alarms within 15 minutes, push them to your dashboard and mobile app and respond per an agreed-upon procedure
- An unlimited number of contacts and prioritization can be added to your PredictPulse subscription to ensure timely alarm notification and emergency mitigation

### Predictive analytics

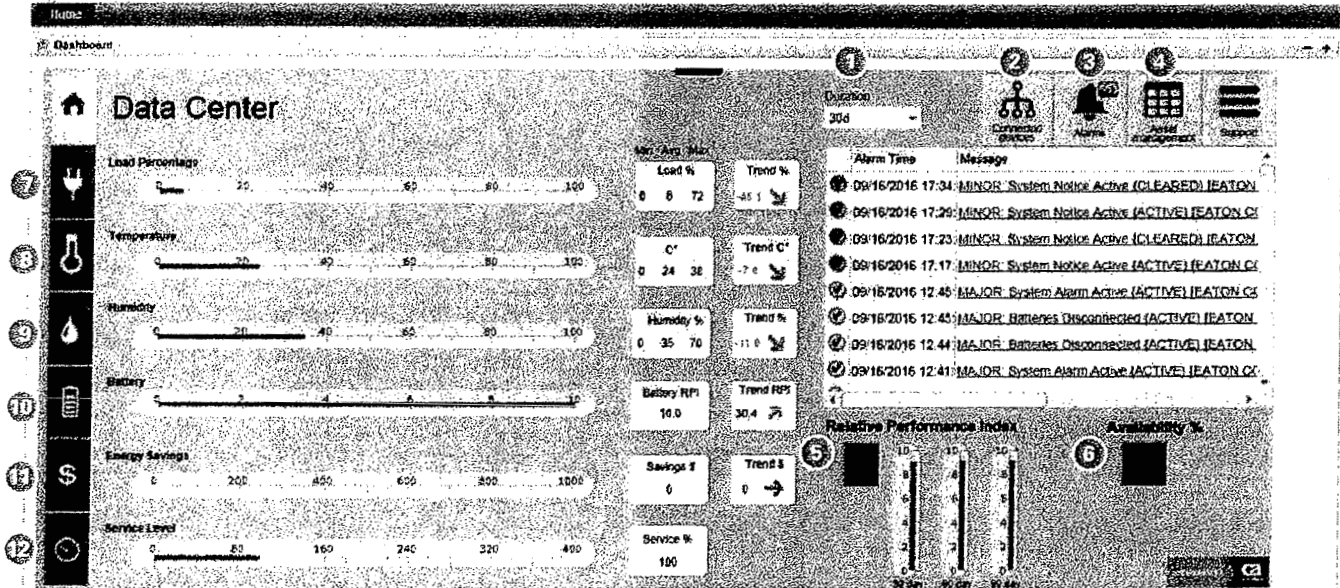
- PredictPulse Insight combines data, intelligence, proprietary modeling tools and experience of how UPS parts perform and fail to predict the probability of a component needing to be replaced
- This information inverts the service model from reactive to proactive, where an issue can be fixed before it's a bigger problem
- Algorithms will improve over time thanks to the data coming in from a fleet of deployed UPSs

### Service contract integration

- Customers who subscribe to PredictPulse will see enhanced integration with field service technicians
- Technicians can access and use the service history, fleet service trends, device data and algorithms integrated into PredictPulse
- When emergency repairs are needed, technicians review the impacted device's data and come prepared with the correct parts, saving time and costly downtime expenses

# PredictPulse dashboard

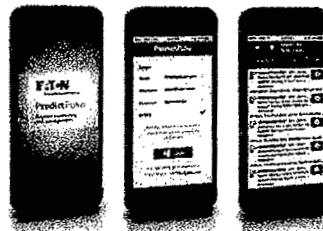
**EATON** PredictPulse™



- ① **Duration** – Time period covered in the dashboard
- ② **Connected devices** – List of managed devices reporting data
- ③ **Critical alarms** – Current critical alarms from all managed devices
- ④ **Asset management** – Connected devices and their details, service history, planned service and alarms
- ⑤ **Relative performance index** – Measurement of your system's performance based on the weighted average of data for all managed devices (scale of 1-10, where 10 is perfect)
- ⑥ **Availability** – Measurement of uptime based on the total minutes your managed devices have been offline and total minutes in the duration time period
- ⑦ **Load percentage** – Amount of power you're using based on overall capacity
- ⑧ **Temperature** – Average temperature from sensors on managed devices
- ⑨ **Humidity** – Average humidity from sensors on managed devices
- ⑩ **Battery** – Current battery health of all managed devices with batteries
- ⑪ **Energy savings** – Estimated sum of savings for managed devices that use the Eaton Energy Saver System
- ⑫ **Service level** – Measure of actual Eaton response time to the contract response time and repair time to the national average



When you're on-the-go, the PredictPulse mobile app keeps you connected to your devices by providing an overview of open alarms.



To learn more about PredictPulse, visit [Eaton.com/PredictPulse](http://Eaton.com/PredictPulse)

Eaton  
1000 Eaton Boulevard  
Cleveland, OH 44122  
United States  
Eaton.com

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BR161007EN / GG  
September 2016

**EATON**  
Powering Business Worldwide

Eaton and PredictPulse are registered trademarks.

All other trademarks are property of their respective owners.





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### Time and Material Service Rate Schedule (2016) Attachment X-1

The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

**3-Phase Products - Portal to Portal Labor per Hour (On-site and Travel Time)**

Mon. – Fri., Business Hours (8AM – 5PM):	\$275
Mon. – Fri., After Business Hours (5PM – 8AM):	\$355
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight):	\$440

**3-Phase Products - Minimum Labor Billing (minimum value range equal to above rates x hourly min.)**

Equipment below 200kVA, Five day or less response (4 hour min.):	\$1,100 to \$1,760
Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.):	\$1,650 to \$2,640
Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.):	\$2,200 to \$3,520

**1-Phase Products - Portal to Portal Labor per Hour (On-site and Travel Time)**

Mon. – Fri., Business Hours (8AM – 5PM):	\$220
Mon. – Fri., After Business Hours (5PM – 8AM), Weekends and Holidays:	\$355

**1-Phase Products - Minimum Labor Billing (minimum value range equal to above rates x hourly min.)**

Five day or less response (4 hour min.):	\$880 to \$1,420
Two day or less response (8 hour min.):	\$1,760 to \$2,840

**Travel & Living Expenses**

Transportation:	
3-Phase Products:	Automobile mileage included in labor rates
1-Phase Products:	Automobile mileage at \$0.75 per mile
All others (air fare, car rental, tolls, etc.):	Actual
Lodging & Meals:	Actual

**Calculation of Labor and Mileage Charges:**

Portal to Portal (travel labor and mileage)

**Materials/Spare Parts:**

Minimum billing:	Current List Price \$150 Domestic, \$350 International
------------------	---

**Parts Expedite Fees**

Mon. – Fri., Business Hours (8AM – 5PM):	\$150
Mon. – Fri., After Business Hours (5PM – 8AM):	\$330
Weekends and Holidays:	\$525

**Freight Expense**

Freight – FOB Factory:	\$100 Minimum
Same Day Delivery:	\$250 plus freight

**Depot Repair Labor:**

Minimum Billing:	\$150 per hour
Expediting Fee:	\$150
	\$125

Note: 3-Phase products include Eaton BladeUPS, Best Power Unity UT3 310-360 models; 1-Phase products include Eaton 9155, Powerware 9150, Best Power Unity UT3K, UT8K

Contract order 542-2016  
11-29-16

**BOONE COUNTY, MISSOURI**  
**ADDENDUM TO**  
**Maintenance Plan for Uninterruptible Power Supply Equipment**

This Addendum to the Maintenance Plan for the Uninterruptible Power Supply Equipment Agreement is hereby entered into by and between **Eaton Corporation** (Contractor), and **Boone County, Missouri** (Customer).

Customer and Contractor, intending to be legally bound, agree to the following terms and conditions which are considered part of and a supplement to the Maintenance Plan for the Uninterruptible Power Supply Equipment Agreement between the parties:

1. **Description:** Maintenance plan for Uninterruptible Power Supply equipment located at Boone County 911 Joint Communications for an annual amount of \$2,795.00. Boone County sole source number 133-123116SS.
2. **Addition to Section 11, Warranty:**
  - a. Contractor warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings or pending investigations against it that could threaten performance of this contract, and that Contractor is a validly organized entity that has the authority to enter into this contract. Contractor further warrants it is not prohibited by any loan, contract, financing arrangement, non-compete agreements, trade covenant, or similar restriction from entering into this contract.
  - b. No individual who owns a control interest defined as 5% or more of the voting stock or other equity interest in Contractor or who is an officer, member, or otherwise involved in the day to day management or operation of Contractor shall have been convicted or pled guilty, whether or not sentence is imposed, of an election-related offense or felony. If such conviction or plea of guilty occurs during the contract period or during any contract renewal period, Contractor shall notify County within twenty-four (24) hours of such conviction or plea; and, this contract may be subject to immediate contract termination in addition to any other remedies available pursuant to this contract.
3. **Addition to Section 8, Term and Termination: Termination:**
  - a. Contract Term: November 1, 2016 through October 31, 2017. This contract may at the sole discretion of the County and with the agreement of Contractor be renewed for one-year periods.
  - b. Contractor or County may terminate this Agreement by providing 30 day written notice to the other.
4. All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

5. Delete and replace Section 10, *Insurance*: Contractor shall provide an Insurance Certificate with the attached Boone County Insurance requirements.
6. Section 21, *General*: The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

SO AGREED.

CONTRACTOR - EATON CORPORATION

By: 

Printed Name/ Title: DeL Misenheimer, SVP / GM

COUNTY - BOONE COUNTY, MISSOURI:


COUNTY OF BOONE

By and through its County Commission

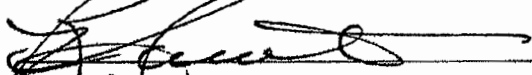


Daniel K. Atwill, Presiding Commissioner

ATTEST:

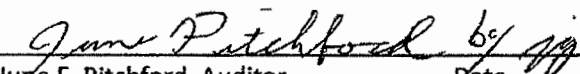

  
Wendy S. Noren, County Clerk

Approved as to legal form:

  
County Counselor

**Auditor Certification:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance of said appropriation sufficient to pay the costs arising from this contract.

 by  11/17/2016 2701 / 60050 / \$2,795.00 \*

June E. Pitchford, Auditor

Date

Appropriation Amount

\* sufficient appropriations in classes 2-8

**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 \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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 endorse 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 \$1,000,000.00 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 Contractor 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.

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





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**EATON CORPORATION**  
**SERVICE AGREEMENT – TERMS AND CONDITIONS (T-0)**  
**Modified Herein in Section 14**

**TERMS AND CONDITIONS:** The terms and conditions set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of UPS services by Eaton Corporation, and supersede all prior quotations, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. Notwithstanding any contrary language in the customer's purchase order, correspondence or other form of acknowledgment, customer shall be bound by these terms and conditions when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Eaton Corporation of the products or services. THE CONTRACT FOR SALE OF SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR. No contract shall exist except as herein provided.

1. **DEFINITIONS:** As used in this Service Agreement, the terms listed below shall have the following meanings:
- "Agreement" shall mean Eaton Corporation's Service Agreement Terms and Conditions, the quote, and the applicable Scope(s) of Work."
  - "Battery" shall mean the electric storage portion of a UPS.
  - "Contractor" shall mean Eaton Corporation.
  - "Covered Equipment" shall mean the equipment as listed on the quote.
  - "CPM" shall mean the Contracted Period of Maintenance or Hours of Service.
  - "Customer" shall mean the purchaser of this Agreement.
  - "Drop Ship Items" shall mean batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
  - "Emergency Service" shall mean all services provided on an as needed basis that is not scheduled in advance
  - "PCS" shall mean Pre-Contract Survey.
  - "On-Site" shall mean Service performed at Customer's physical location as listed on the quote.
  - "Power Module" shall mean the electronic portion of a UPS or other power quality device.
  - "Scope of Work" shall mean the services, procedures, methods, exclusions and coverage as purchased by the Customer
  - "Service" shall mean installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
  - "UPS" shall mean Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. **ELIGIBILITY:** All Covered Equipment that has experienced a lapse in Service coverage with the Contractor (or factory warranty coverage) or has had no service history with Contractor within the previous ninety (90) days, is subject to a PCS inspection by Contractor prior to eligibility for any Service under this Agreement. Customer is subject to charges for a PCS inspection at Contractor's then current Time and Material Service Rate Schedule (refer to Exhibit 1-PCS and Attachment X-1). If a PCS inspection is required for eligibility, a list of the equipment requiring a PCS inspection will be provided to Customer and will be incorporated into this Agreement.

3. **HOURS OF SERVICE:** Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday (alternatively described as "5X8 Service") excluding all holidays observed by Contractor. The Customer may optionally purchase extended hours of scheduled and Emergency Service coverage (alternately described as "7x24 Service") which will include Emergency Service being provided on all holidays observed by Contractor. Notwithstanding anything herein or otherwise to the contrary, scheduled services are not available on Contractor's observed holidays. Contractor's observed holidays shall be the same as public holidays for Federal employees as established by U.S. Federal law (5 U.S.C. 6103).

4. **ON-SITE RESPONSE TIME:** Following Customer's request for Service, Contractor will arrive at the location of the Covered Equipment the next business day or if optionally purchased by Customer, Contractor will arrive at the location of the Covered Equipment within eight (8), four (4) or two (2) CPM hours, provided the Covered Equipment is located within one hundred (100) miles of a Contractor service location. Response time does not include battery replacement service.



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**5. LABOR AND MATERIAL RATES:** For any additional Service outside the Scope(s) of Work purchased for Covered Equipment under this Agreement, Customer shall be billed at Contractor's then current Time and Material Rate Schedule (refer to Attachment X-1). This excludes any flat-rate quoted by Contractor representative.

**6. ENGINEERING CHANGES:** All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

**7. CUSTOMER'S RESPONSIBILITY:**

A. Communication and Scheduling - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) regarding all Service and Preventive Maintenance requests and all other matters arising out of or relating to this Agreement. With respect to Preventive Maintenance purchased by Customer, it shall be Customer's responsibility to contact Contractor to schedule the Preventive Maintenance. In the event that Customer fails to schedule and/or does not permit, for any reason, Preventive Maintenance to be completed within ninety (90) days of the scheduled service date, Contractor's obligation for that Preventive Maintenance shall be considered fulfilled.

B. Movement - If Covered Equipment is moved to another location within the United States, Service coverage will continue only upon the following conditions: (i) Customer shall notify Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment; (ii) Contractor reserves the right to supervise the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment for which Customer will be charged according to Contractor's then current Time and Material Service Rate Schedule; and (iii) resumption of Service coverage under this Agreement is subject to acceptance by Contractor of Covered Equipment at the new location.

C. Safety - Customer shall, at all times during the provision of Service hereunder, have a representative present at the Service site at no cost to, and solely for, the safety of Contractor.

D. Access - Customer shall grant ready access to the Covered Equipment, subject to reasonable security requirements, so that Contractor may perform Service under this Agreement. Costs associated with site access requirements, which are defined by the Customer, are not deemed acceptable nor are included in the Contractor's price unless otherwise agreed to in writing by the parties. Contractor reserves the right to review, accept and provide Customer with any costs associated with such site access requirements as needed during the term of this Agreement.

**8. TERM AND TERMINATION:** This Agreement and all that is stated herein shall automatically be renewed for successive twelve (12) month periods at the prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement sixty (60) days prior to its expiration, stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to the expiration of this Agreement. Notwithstanding the foregoing, Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16 herein.

**BATTERY REPLACEMENT SERVICES AND TERMINATION:** Prices stated in a quote do not include installation, freight, and handling charges unless these items are specifically listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order at the factory. If drawings are required for approval before Contractor is authorized to proceed with manufacture, then shipment estimates are after receipt of written approval to proceed. If the Customer cannot accept delivery of equipment, Customer will arrange for storage. Contractor shall not be liable or responsible for any damages or loss for delay or default in delivery due to any cause beyond Contractor's reasonable control, nor shall Customer cancel or have the right to cancel its purchase order because of delays or default in delivery due to such causes.

Customer may not cancel or terminate its purchase order without prior written notice to the Contractor and upon payment of cancellation charges which shall take into account, among other things, expenses already incurred and



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commitments made by the Contractor. Cancellation charges are as follows: for batteries and Drop Ship Items, cancellation 31 days or more prior to shipment, 50% of the total invoice; between 0-30 days prior to shipment, 100% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

**9. END OF SERVICE LIFE ("EOSL")/BEST EFFORTS:** Contractor may designate a Power Module as "End of Service Life/Best Efforts" which shall mean that limited parts are available or Service will be provided on a best efforts basis. This designation will be indicated on the quote provided to Customer for Service renewal. In the event that Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8 herein. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16 herein. Customer acknowledges EOSL/Best Efforts designation on the quote will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module.

**10. INSURANCE:** During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (1) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (2) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (3) commercial general liability insurance for bodily injury and property damage.

**11. WARRANTY:** Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor. Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

**12. ASSIGNMENT:** Neither party shall assign this Agreement or any of its rights and interests herein without the prior written consent of the other party. Notwithstanding anything in this Agreement or otherwise to the contrary, upon written notice to the other party, either party may assign this Agreement or any of its rights and interests herein to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

**13. SUBCONTRACTING:** Contractor reserves the right to subcontract any portion of Service provided for under this Agreement without the prior consent of Customer.

**14. INDEMNITY:** Subject to Section 15 herein and to the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits brought against the Indemnified Parties, to the extent they result directly from or out of (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any



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other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site.

**15. LIABILITY:** The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. Notwithstanding anything in this Agreement or otherwise to the contrary, in no event shall Contractor or Customer, or their respective officers, directors, employees or agents be liable to the other for damage to property or equipment, other than to equipment sold or serviced hereunder, or any incidental, indirect, special or consequential damages, such as, but not limited to, delay damages, lost profits or revenue, lost data, loss of use or lost opportunity damages, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort, even if Contractor or Customer knew or should have known of the possibility of such damages. The total cumulative liability of Contractor arising from or related to this Agreement whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or services on which such liability is based.

**16. PAYMENT:** All payments are due net thirty (30) days in full from date of invoice. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms hereof, such as, but not limited to, site calls involving no-fault found inspections where no corrective maintenance was required. If any payment is not made when due, Contractor reserves the right to refuse to provide any further Service until such payment has been received. Customer shall be liable for expenses, including reasonable attorneys' fees, associated with collection proceedings for non-payment. In the event of early termination: i) Customer will be liable for any Service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination.

**17. TAX:** Contractor's price is exclusive of any applicable tax. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

**18. PARTS:** Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

**19. FORCE MAJEURE:** Contractor shall not be liable for any failure to perform, or delay in performing Service for Customer to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God, war, revolution, riot, civil commotion, labor strike or any applicable governmental or judicial law or regulation, order or decree.

**20. INFORMATION:** All information of Customer shall be deemed non-confidential and Contractor will be under no duty of non-disclosure unless both parties execute a mutual non-disclosure agreement.

**21. GENERAL:** The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties hereto and waiver by Contractor or Customer of any provision hereof in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Customer and Contractor hereby agree that all disputes arising out of this Agreement shall be submitted solely to the jurisdiction of the state and federal courts located in Wake County, North Carolina.

Eaton is a trademark of Eaton Corporation.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

14th

day of

September

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 request by the Purchasing Department to dispose of the attached list of vehicles through Missouri Auto Auction with the exception of vin number 1FM5K8AR8FGC66812 which will be turned over to the insurance carrier.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

Done this 14th day of September, 2017

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*

Fred J. Parry  
District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing



613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

DATE: September 5, 2017

RE: Vehicle Surplus Disposal

Following are vehicles that will be replaced. The Sheriff's Department requests commission approval for disposal of the vehicles below through the Missouri Auto Auction, except for vin number 1FM5K8AR8FGC66812 which was involved in an accident, and the title will be turned over the Insurance carrier. Our contract with Missouri Auto Auction is 15-24APR15 – Auction Services for Surplus Vehicles.

AUCTION THROUGH MISSOURI AUTO AUCTION				
Year	Description	Approximate Mileage	VIN #	Condition
2005	Ford Crown Victoria	120,352	2FAFP71W65X113323 (Asset tag 14736)	Fair. High mileage resulting in a lot of mechanical repairs
2006	Ford Crown Victoria Police Interceptor	112,891	2FAHP71W66X159597 (Asset tag 15624)	Poor. Undependable.
2007	Chevrolet Impala	146,xxx	2G1WB55K079306264 (Asset tag 16170)	Fair
2011	Chevrolet Caprice PPV	124,xxx	6G1MK5E2XBL550967 (Asset tag 17791)	Good. Engine may consume a little oil. Hood latch may need repair.
2007	Ford Taurus	133,xxx	1FAFP53U87A170599 (Asset tag 15665)	Fair. Rough idle. Check engine light on. Windshield scratched. Rusty. (Not a good candidate for transfer to another County Dept.).
VEHICLE IN ACCIDENT – TITLE TO INSURANCE CARRIER				
2015	Ford Explorer		1FM5K8AR8FGC66812 (Asset tag 19697)	Totaled in accident

cc: Disposal File; Gary German, Leasa Quick, Sheriff; Greg Edington, PW; Angela Wehmeyer, Risk Manager; Heather Acton, Auditor

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 08-24-2017

Fixed Asset Tag Number: 14736

RECEIVED

Description of Asset: 2005 Ford Crown Victoria

AUG 25 2017

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

BOONE COUNTY AUDITOR

Other Information (Serial number, etc.): 2FAFP71W65X113323

Condition of Asset: FAIR

Reason for Disposition: Due to recent mechanical repairs and high mileage on the Crown Vic, the Department is receiving another vehicle from the Sheriff's Dept. to replace it.

Location of Asset and Desired Date for Removal to Storage: Downtown Parking Lot

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Public Works Maintenance

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date 10-19-04

G/L Account for Proceeds 2901-3835 NO

Original Acquisition Amount \$19,827.00

Original Funding Source 2787

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

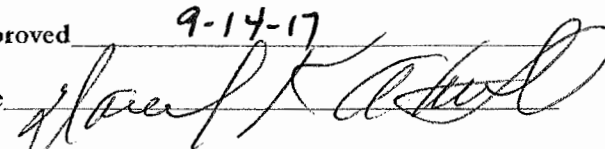
Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 411-2017

Date Approved 9-14-17

Signature 

CERTIFICATE OF TITLE

06390DK903

ORIGINAL

TITLE NUMBER  
PL020933



VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

MODEL

BODY STYLE

FUEL

2FAFP71W65X113323

05

FORD

CROWN VICTORI

FODOR

CYL

HP

PREVIOUS STATE

MILEAGE AT TIME OF TRANSFER

TAX

PURCHASE DATE

DATE ISSUED

8

41

6\*

EX 08

10/08/04

11/04/04

OWNER

BOONE COUNTY

801 W WALNUT ST ROOM 245

COLUMBIA

MO 65201

MAIL TO

BOONE COUNTY

801 W WALNUT ST ROOM 245

COLUMBIA

MO 65201

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN

LIEN DATE

SECOND LIEN

LIEN DATE

ALL TITLES ISSUED ON OR AFTER  
JULY 1, 2003, WILL BE MAILED TO  
THE OWNER.

Lien release - To release any lien shown  
on the face of this title, the lienholder must  
complete a notarized Lien Release, form  
DOR-4809, to be attached to this title.

Any person who knowingly and  
intentionally submits a separate document  
releasing a lien of another without  
authority to do so shall be guilty of a class  
C felony. (301.640 RSMo)

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

\*ACTUAL MILEAGE

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE  
DEPARTMENT OF REVENUE.

MO 860-0331 (09-03)

C38737536

  
*Carl R. Fischer*  
DIRECTOR OF REVENUE DOR-387 (09-03)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT



# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 8/22/17

Fixed Asset Tag Number: 15624

RECEIVED

AUG 23 2017

Description of Asset: 2006 Steel Gray Crown Victoria,

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): VIN #2FAHP71W66X159597 mileage 112,891

Condition of Asset: Poor

Reason for Disposition: Undependable vehicle

Location of Asset and Desired Date for Removal to Storage: Lower Ash Street Parking Lot

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Circuit Court, Fund #1210

Signature Mary Epping

**To be Completed by: AUDITOR**

Original Acquisition Date 7-31-06

G/L Account for Proceeds 1251-3835 Ha

Original Acquisition Amount \$20,722.00

Original Funding Source 2731

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 411-2017

Date Approved 9-14-17

Signature [Signature]

STATE OF MISSOURI

CERTIFICATE OF TITLE

03171FK702

ORIGINAL

TITLE NUMBER

PL513789



VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MODEL	BODY STYLE	FUEL
2FAHP71W66X159597		2006	FORD		FODOR	
CYL	HP	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER	TAX	PURCHASE DATE	DATE ISSUED
8	42		6*	EX 08	07/06/2006	07/26/2006

OWNER **BOONE COUNTY**  
**801 E WALNUT ST RM 245**  
**COLUMBIA MO 65201**

MAIL TO  
  
**BOONE COUNTY**  
**801 E WALNUT ST RM 245**  
**COLUMBIA MO 65201-4890**

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN LIEN DATE

Lien release - To release any lien shown on the face of this title, the lienholder must complete a **notarized** Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

SECOND LIEN LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

**BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY**

MILEAGE STATEMENT

\*ACTUAL MILEAGE.

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE. EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF SELLING THIS VEHICLE.

MO 866-0931 (07-05)

00855837

*Tish Vincent*  
DIRECTOR OF REVENUE DOR-387 (07-05)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

**Melinda Bobbitt - Re: Car**

---

**From:** Melinda Bobbitt  
**To:** Chad Martin  
**Subject:** Re: Car  
**CC:** Greg Edington

---

Yes, I'll print this e-mail and attach it to the title.  
Thanks,  
Melinda

>>> Chad Martin 10/23/2012 3:46 PM >>>

Do you have a mechanism to put a big red flag on it so that when they get ready to sell it we know it? We will have to make sure we follow the grant guidelines for disposal.  
The Auditor probably has it flagged, but I would like to be doubly sure.

--Chad

>>> Melinda Bobbitt 10/23/2012 3:41 PM >>>

Yes, it's located in 1210 - Circuit Court Services (Pete Bakutes).  
Melinda

>>> Chad Martin 10/23/2012 3:38 PM >>>

Greg or Melinda,

Can either of you tell me if Boone County still owns this car - 2006 Ford Crown vic VIN = 2FAHP71W66X159597

It was grant funded and we are checking on if we still have it as a grant asset.

--Chad

*Wanting on Disposal Form  
for 15624*

## Melinda Bobbitt

---

**From:** Heather Acton  
**Sent:** Tuesday, August 22, 2017 8:07 AM  
**To:** Melinda Bobbitt  
**Cc:** Gary German; Leasa Quick; Chad Martin  
**Subject:** RE: Sheriff Dept. Surplus Vehicles  
**Attachments:** 4089\_001.pdf

All,

MoDOT approved disposal of this vehicle back in 2010 when it was transferred to Adult Court Services. See attached. So we should be good there!

Thanks!

Heather

-----Original Message-----

**From:** Melinda Bobbitt  
**Sent:** Monday, August 21, 2017 3:52 PM  
**To:** Heather Acton <HActon@boonecountymo.org>  
**Cc:** Gary German <GGerman@boonecountymo.org>; Leasa Quick <LQuick@boonecountymo.org>  
**Subject:** FW: Sheriff Dept. Surplus Vehicles

Heather,

I have an email (from Chad Martin) on fixed asset tag 15624 to check with the Auditor's office that you have this vehicle flagged to get with the Sheriff office. It was grant funded and they have to check with the granting agency before disposal.

Thanks  
Melinda

-----Original Message-----

**From:** Mary.Epping@courts.mo.gov [mailto:Mary.Epping@courts.mo.gov]  
**Sent:** Monday, August 21, 2017 3:46 PM  
**To:** Melinda Bobbitt <MBobbitt@boonecountymo.org>  
**Cc:** Brandon.Walker@courts.mo.gov; Cindy Garrett <cindy.l.garrett@courts.mo.gov>; Gary German <GGerman@boonecountymo.org>; Heather Acton <HActon@boonecountymo.org>; Patricia Edelen <Patricia.Edelen@courts.mo.gov>  
**Subject:** RE: Sheriff Dept. Surplus Vehicles

Thanks Melinda!  
Sincerely,  
Mary

Mary Epping  
Court Administrator  
13th Judicial Circuit  
705 E. Walnut Street, Columbia, MO 65201  
Phone: (573) 886- 4058  
Fax: (573) 886-4070

From: Melinda Bobbitt <MBobbitt@boonecountymmo.org>  
To: Mary Epping <Mary.Epping@courts.mo.gov>  
Cc: Heather Acton <HActon@boonecountymmo.org>, Gary German  
<GGerman@boonecountymmo.org>, "Brandon.Walker@courts.mo.gov"  
<Brandon.Walker@courts.mo.gov>, Patricia Edelen  
<Patricia.Edelen@courts.mo.gov>, Cindy Garrett  
<cindy.l.garrett@courts.mo.gov>  
Date: 08/21/2017 03:44 PM  
Subject: RE: Sheriff Dept. Surplus Vehicles

Mary,

I am just now getting through all my e-mails, so please complete that Disposal Form that I sent to you and email me a copy and send the original to Heather Acton in the Auditor's office. Then you can trade the vehicles out with Gary.

Your fixed asset tag on the 2006 Crown Vic that you are trading is 15624.

Thanks  
Melinda

-----Original Message-----

From: Mary.Epping@courts.mo.gov [mailto:Mary.Epping@courts.mo.gov]  
Sent: Friday, July 14, 2017 8:59 AM  
To: Melinda Bobbitt <MBobbitt@boonecountymmo.org>; Brandon.Walker@courts.mo.gov; Patricia Edelen  
<Patricia.Edelen@courts.mo.gov>; Cindy Garrett <cindy.l.garrett@courts.mo.gov>  
Subject: Fw: Sheriff Dept. Surplus Vehicles

Good morning Melinda,

Gary may have already contacted you but Brandon from Adult Court Services would like the 2011 Crown Victoria which is VIN 2FABP7BV2BX177049 and Asset Tag 17798.

Year	Descriptio	Approximate	VIN #	
------	------------	-------------	-------	--

Condition

| n | Mileage | |

-----+-----+-----+-----+-----  
-----+-----+-----+-----+-----  
-----+-----+-----+-----+-----

2011 | Ford Crown | 101,xxx | 2FABP7BV2BX177049 | Good (A  
good candidate for  
| Victoria | | (Asset tag 17798) | a  
transfer to another  
| Police | | |  
County Dept).  
| Intercepto | | |  
  
| r | | |

This will be a replacement for that office's current vehicle:  
2006 Ford Crown Victoria  
VIN 2FAHP71W66X159597  
( we weren't immediately able to get the asset tag, but can find it if  
necessary)

What's the next step?

Sincerely,  
Mary

Mary Epping  
Court Administrator  
13th Judicial Circuit  
705 E. Walnut Street, Columbia, MO 65201  
Phone: (573) 886- 4058  
Fax: (573) 886-4070

----- Forwarded by Mary Epping/13/Courts/Judicial on 06/28/2017 04:46 PM  
-----

From: Melinda Bobbitt <MBobbitt@boonecountymo.org>  
To: Aron Gish <AGish@boonecountymo.org>, Mary Epping  
<Mary.Epping@courts.mo.gov>, Tom Schauwecker

<TSchauwecker@boonecountymo.org>, Greg Edington  
<GEdington@boonecountymo.org>, Stan Shawver  
<SShawver@boonecountymo.org>, Chad Martin  
<CMartin@boonecountymo.org>

Cc: Dan Atwill <DATwill@boonecountymo.org>, Fred Parry  
<FParry@boonecountymo.org>, Janet Thompson  
<JThompson@boonecountymo.org>, Michele Hall  
<MHall@boonecountymo.org>, Bonnie Adkins  
<BAdkins@boonecountymo.org>, Gary German  
<GGerman@boonecountymo.org>

Date: 06/28/2017 04:44 PM

Subject: Sheriff Dept. Surplus Vehicles

All,

Attached is a list of surplus vehicles from the Sheriff Dept. If you wish to view one of these vehicles, please contact Gary German by July 12, 2017.

He said the first one on the list is a good candidate for transfer.

Thanks,

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

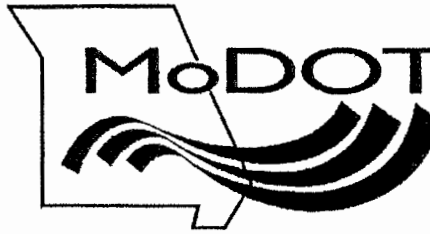
E-mail: mbobbitt@boonecountymo.org

Phone: (573) 886-4391

Fax: (573) 886-4390

(Embedded image moved to file: pic05994.jpg)IMAGE\_9-1 (See attached file:  
Sheriff July 2017.doc)

Missouri  
Department  
of Transportation



Kevin Keith, P.E., Director

Highway Safety Division  
1320 Creek Trail Drive  
P. O. Box 270  
Jefferson City, MO 65102  
(573) 751-4161 or  
(800) 800-BELT  
Fax (573) 634-5977  
www.modot.mo.gov

December 13, 2010

Sheriff Dwayne Carey  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, MO 65202

Dear Sheriff Carey:

Your department previously purchased the item listed below through a contract with the Highway Safety Division. Our records indicate the item no longer meets the definition of "Equipment" as defined in OMB Circular No. A-87.

"Equipment" is defined as an article of nonexpendable, tangible personal property having:

1. A useful life of more than one year; and
2. An acquisition cost which equals the lesser of:
  - a. the capitalization level established by the government unit for financial statement purposes, or
  - b. \$5,000

Basically, items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

<u>Project</u>	<u>Description</u>	<u>Serial #</u>	<u>Federal Share</u>
06-PT-02-24	2006 Ford Crown Victoria	2FAHP71W66X159597	\$20,313.00

If you have any questions please contact Chris Luebbert, Senior System Management Specialist at 1-800-800-2345 or 573-751-5434.

Sincerely,

Leanna Depue, Ph.D.  
Highway Safety Director

C: Captain Chad Martin  
Bill Whitfield



CAPITAL

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

Date: 05-26-2017

Fixed Asset Tag Number: 16170

JUN 21 2017

Description of Asset: 2007 Chevrolet Impala 4dr sedan.

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): 2G1WB55K079306264, Color: dark gray, 146,xxx miles

Condition of Asset: Fair

Reason for Disposition: Vehicle was replaced in 2017 budget. Vehicle has exceeded desired service life.

Location of Asset and Desired Date for Removal to Storage: 05-26-2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1251 Sheriff, D. Alexander

Signature David Alexander

**To be Completed by: AUDITOR**

Original Acquisition Date 3/9/2007

G/L Account for Proceeds 2901-3835

Original Acquisition Amount 15,551.00

cg

Original Funding Source 2787

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 411-2017

Date Approved 9-14-17

Signature [Signature]

CERTIFICATE OF TITLE

02300GA922


DUPLICATE

TITLE NUMBER  
TNP47309



VEHICLE IDENTIFICATION NUMBER <b>2G1WB55K079306264</b>	YEAR <b>2007</b>	MAKE <b>CHEV</b>	BODY STYLE <b>FODOR</b>
HP <b>34</b>	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER *	TAX <b>EX 08</b>
		PURCHASE DATE <b>02/15/2007</b>	DATE ISSUED <b>08/17/2017</b>

OWNER **COUNTY OF BOONE**  
**613 E ASH ST**  
**COLUMBIA MO 65201**

MAIL TO **0008-000**  
  
**COUNTY OF BOONE**  
**613 E ASH ST**  
**COLUMBIA MO 65201-4432**

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN	LIEN DATE
------------	-----------

Lien release - To release any lien shown on the face of this title, the lienholder must complete a **notarized** Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

SECOND LIEN	LIEN DATE
-------------	-----------

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

**BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY**

MILEAGE STATEMENT

**\*EXEMPT FROM MILEAGE REQUIREMENTS**  
**EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE**  
**TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF**  
**SELLING THIS VEHICLE.**

22823166

*Joel Walters*

DIRECTOR OF REVENUE DOR-387 (04/2017)

CAPITAL

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

JUN 21 2017

BOONE COUNTY AUDITOR

Date: 05-04-2017

Fixed Asset Tag Number: 17791

Description of Asset: 2011 Chevrolet Caprice PPV, Odometer: 124,xxx, Color: black

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): VIN: 6G1MK5E2XBL550967 COLOR: black

Condition of Asset: Good. Engine may consume a little oil. Hood latch may need repair.

Reason for Disposition: Vehicle served as marked enforcement vehicle with sheriff's department until June 2016. It was transferred to Joint Communications in June 2016. Vehicle replaced in May 2017.

Location of Asset and Desired Date for Removal to Storage: Vehicle located at sheriff's department. Ready for immediate delivery to auction company.

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Sheriff / Enforcement

Signature David Alexander #5343

**To be Completed by: AUDITOR**

Original Acquisition Date 10/05/2011

G/L Account for Proceeds 2901-3835

Original Acquisition Amount 25,734.00

Original Funding Source 2787

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 411-2017 9/14/17

Date Approved [Signature]

Signature \_\_\_\_\_

STATE OF MISSOURI  
CERTIFICATE OF TITLE

02304GA922

DUPLICATE

TITLE NUMBER  
TNP47311



VEHICLE IDENTIFICATION NUMBER <b>6G1MK5E2XBL550967</b>	YEAR <b>2011</b>	MAKE <b>CHEV</b>	BODY STYLE <b>FODOR</b>
HP <b>51</b>	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER <b>12400*</b>	TAX <b>EX 08</b>
		PURCHASE DATE <b>09/22/2011</b>	DATE ISSUED <b>08/17/2017</b>

OWNER **BOONE COUNTY**  
**613 E ASH ST**  
**COLUMBIA MO 65201**

MAIL TO

**BOONE COUNTY**  
**613 E ASH ST**  
**COLUMBIA MO 65201-4432**

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN LIEN DATE

Lien release - To release any lien shown on the face of this title, the lienholder must complete a **notarized** Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

SECOND LIEN LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

**BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY**

MILEAGE STATEMENT

**\*NEW CERTIFICATE OF TITLE, BUT NO TRANSFER.**

**MILEAGE AS OF 08/14/17.**

**EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF SELLING THIS VEHICLE.**

22823170

DIRECTOR OF REVENUE DOR-387 (04/2017)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

JUN 21 2017

BOONE COUNTY AUDITOR

Date: 05-25-2017

Fixed Asset Tag Number: 15665

Description of Asset: 2007 Ford Taurus

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): VIN: 1FAFP53U87A170599, Color: Tan, Odometer: 133,xxx

Condition of Asset: Fair. Rough idle. Check engine light on. Windshield scratched. **Rusty.**

Reason for Disposition: Vehicle was replaced in 2017 budget. Vehicle has exceeded desired service life.


Location of Asset and Desired Date for Removal to Storage: 05-25-2017

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: Sheriff 1251, David Alexander

Signature D. Alexander 

**To be Completed by: AUDITOR**

Original Acquisition Date 9/27/2006

G/L Account for Proceeds 2901-3835

Original Acquisition Amount 11,788.00

*cy*

Original Funding Source 2787

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

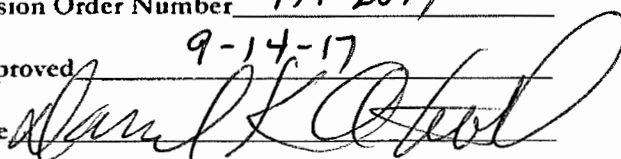
Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 411-2017

Date Approved 9-14-17

Signature 

STATE OF MISSOURI  
CERTIFICATE OF TITLE

02302GA922

DUPLICATE

TITLE NUMBER  
TNP47310



VEHICLE IDENTIFICATION NUMBER <b>1FAFP53U87A170599</b>	YEAR <b>2007</b>	MAKE <b>FORD</b>	BODY STYLE <b>F0D0R</b>
HP <b>29</b>	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER <b>*</b>	TAX <b>EX 08</b>
		PURCHASE DATE <b>09/12/2006</b>	DATE ISSUED <b>08/17/2017</b>

OWNER **BOONE COUNTY**  
**613 E ASH ST**  
**COLUMBIA MO 65201**

MAIL TO **0008-000**  
  
**BOONE COUNTY**  
**613 E ASH ST**  
**COLUMBIA MO 65201-4432**

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN LIEN DATE

Lien release - To release any lien shown on the face of this title, the lienholder must complete a **notarized** Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

SECOND LIEN LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

**BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY**

MILEAGE STATEMENT

**\*EXEMPT FROM MILEAGE REQUIREMENTS**  
**EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE**  
**TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF**  
**SELLING THIS VEHICLE.**

22823168

DIRECTOR OF REVENUE DOR-387 (04/2017)



ANY ALTERATION OR ERASURE VOIDS THIS TITLE

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

JUL 24 2017

BOONE COUNTY AUDITOR

Date: 7-21-17

Fixed Asset Tag Number: 19697

Description of Asset: 2015 Ford Explorer Interceptor Utility

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain: Insurance

Other Information (Serial number, etc.): 1FM5K8AR8FGC66812 Arizona Beige

Condition of Asset: Poor-vehicle totalled

Reason for Disposition: Involved in accident and insurance totalled vehicle.

Location of Asset and Desired Date for Removal to Storage: Sheriff's Dept. after rekey and de-stripping

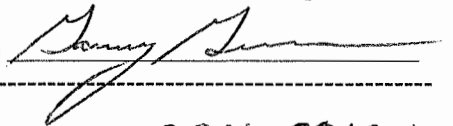
Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2901 Sheriff LE Sales

Signature



**To be Completed by: AUDITOR**

Original Acquisition Date 6-8-15

G/L Account for Proceeds 2901-3946 NA

Original Acquisition Amount \$26,718.00

Original Funding Source 2787

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 411-2017

Date Approved 9-14-17

Signature 



Tag # 19697  
**MOPERM**

MISSOURI PUBLIC ENTITY RISK MANAGEMENT FUND  
**AUTOMOBILE LOSS NOTICE**

MAIL TO: MOPERM 3425 CONSTITUTION COURT PO BOX 7110 JEFFERSON CITY, MO 65109	TELEPHONE: (573) 751-1837	FAX (573) 751-8276

**PARTICIPATING ENTITY/CONTACT PERSON**

NAME AND ADDRESS Boone County Sheriff's Dept. 2121 County Dr Columbia MO. 65202	CHECK ONE <input checked="" type="checkbox"/> INCIDENT REPORT	PERSON TO CONTACT Angela Ayers
	<input type="checkbox"/> NOTICE OF CLAIM	ENTITY PHONE NUMBER 573-875-1111

**LOSS**

LOCATION OF ACCIDENT (INCLUDE CITY & STATE): Columbia, Missouri	ATTACH POLICE REPORT IF AVAILABLE	VIOLATIONS/CITATIONS
HWY 63 CONNECTOR/CLARK LANE		
DATE (MM DD YY & TIME OF LOSS) 07/07/17 1:36	PREVIOUSLY REPORTED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DESCRIPTION OF ACCIDENT (ATTACH ADDITIONAL SHEETS IF NEEDED): DEPUTY WAS OPERATING AN EMERGENCY VEHICLE WITH ACTIVATED LIGHTS AND SIRENS THROUGH AN INTERSECTION AND WAS STRUCK.

**ENTITY VEHICLE**

YEAR, MAKE, MODEL 2015 Ford Explorer	V.I.N. (VEHICLE IDENTIFICATION) 1FM5K8AR8FGC66812	PLATE NO. 6009
OWNER NAME & ADDRESS Boone County Sheriff's Dept., 2121 County Drive, Columbia, MO 65202		
DRIVER NAME & ADDRESS (CHECK IF SAME AS OWNER) <input type="checkbox"/> MATTHEW GUINNIP	RESIDENCE PHONE NUMBER	BUSINESS PHONE NUMBER 573-875-1111
DATE OF BIRTH 9/13/92	DRIVERS LICENSE NO. T211361016	PURPOSE OF USE Business
DESCRIBE DAMAGE PASSENGER SIDE DOORS	ESTIMATED AMOUNT \$	WHERE VEHICLE CAN BE SEEN WHEN 2121 County Dr., Columbia, MO

**PROPERTY DAMAGE**

DESCRIBE PROPERTY (IF AUTO, YEAR, MAKE, MODEL, PLATE NO.) 99 FORD CROWN VIC WK2P9F	OTHER VEH/PROPERTY INSURED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	COMPANY/AGENCY NAME & PHONE NUMBER ALFA INSURANCE 877-957-3067
OWNER NAME & ADDRESS GERI SULLIVAN 423 N. COLUMBIA ST. CENTRALIA MO 65240	RESIDENCE PHONE NUMBER 573-982-9050	BUSINESS PHONE NUMBER
DRIVER NAME & ADDRESS (CHECK IF SAME AS OWNER) <input checked="" type="checkbox"/>	RESIDENCE PHONE NUMBER	BUSINESS PHONE NUMBER
DESCRIBE DAMAGE FRONT END	ESTIMATED AMOUNT \$	WHERE DAMAGE CAN BE SEEN ECONOMY TOWING 1809 VANDIVER DR. COLUMBIA MO.

**INJURED**

NAME & ADDRESS	PHONE NUMBER	PED.	INS. VEH.	OTHER VEH.	AGE	EXTENT OF INJURY
GERI SULLIVAN	573-982-9050			Y	42	UNK

**WITNESSES OR PASSENGERS**


NAME & ADDRESS	PHONE NUMBER	INS. VEH.	OTHER VEH.	OTHER (SPECIFY)
REBECCA BELLEW 4408 ROBERT RAY, COLUMBIA MO	573-489-0603			WITNESS
AMANDA DAVENPORT 7250 SPIVA CROSSING, COLUMBIA MO	573-296-0899			WITNESS

REMARKS

REPORTED BY  
MATTHEW GUINNIP

REPORTED TO  
LT. PHILIP SMITH

DATE  
7/7/17

SIGNATURE  


**STATE OF MISSOURI  
CERTIFICATE OF TITLE**

03066EA371

ORIGINAL

TITLE NUMBER  
TRL67647



VEHICLE IDENTIFICATION NUMBER <b>1FM5K8AR8FGC66812</b>	YEAR <b>2015</b>	MAKE <b>FORD</b>	BODY STYLE <b>UTILI</b>
HP <b>34</b>	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER <b>5*</b>	TAX <b>EX 08</b>
		PURCHASE DATE <b>05/20/2015</b>	DATE ISSUED <b>06/22/2015</b>

OWNER **BOONE COUNTY SHERIFF  
613 E ASH ST RM 110  
COLUMBIA MO 65201**

MAIL TO  
**BOONE COUNTY SHERIFF  
613 E ASH ST RM 110  
COLUMBIA MO 65201-4432**

**VEHICLE SUBJECT TO FOLLOWING LIEN(S)**

FIRST LIEN LIEN DATE

SECOND LIEN LIEN DATE

Lien release - To release any lien shown on the face of this title, the lienholder must complete a **notarized** Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

**BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY**

MILEAGE STATEMENT  
**\*ACTUAL MILEAGE.**  
ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE.  
EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF SELLING THIS VEHICLE.

18238852

*Nia Ray*  
DIRECTOR OF REVENUE DOR-387 (12/2014)

**ANY ALTERATION OR ERASURE VOIDS THIS TITLE**

**MUST BE COMPLETED AT TIME OF SALE NOTICE OF SALE/TRANSFER SEE INSTRUCTIONS ON REVERSE**

PURCHASER NAME - LAST, FIRST (REQUIRED) (PRINTED)		DOR USE ONLY - CODE	
ADDRESS (REQUIRED)			
CITY (REQUIRED)	STATE (REQ.)	ZIP CODE (REQUIRED)	COUNTY
DATE OF SALE	NET PRICE		
SIGNATURE OF PURCHASER	DRIVER LICENSE NUMBER OF PURCHASER	DATE OF BIRTH OR PURCHASER	
KOV	YEAR	MAKE	VEHICLE IDENTIFICATION NUMBER
	<b>2015</b>	<b>FORD</b>	<b>1FM5K8AR8FGC66812</b>
			TITLE NUMBER <b>TRL67647</b>
SIGNATURE OF SELLER		DEALER NUMBER	PRINTED NAME OF SELLER

SELLER MUST SUBMIT TO DEPARTMENT OF REVENUE. SEE REVERSE SIDE.

DOR-5049A (12/2014)

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

14th

day of

September

20 17

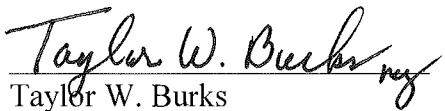
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Facilities Maintenance to provide coverage through December 31, 2018 for the UPS system that services the Emergency Management Center.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2705	60050	Maint/HK ECC	Equipment Service Contract		12,405
2705	60050	Maint/HK ECC	Equipment Service Contract		1,635
2700	86850	Maint/HK ECC	Contingency	14,040	
				14,040	14,040

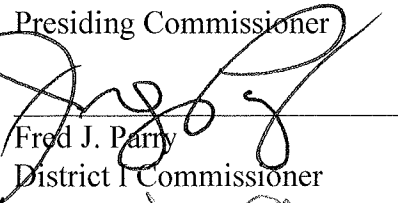
Done this 14th day of September, 2017.

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, MISSOURI  
REQUEST FOR BUDGET AMENDMENT**

*Revision*

**RECEIVED**

8/28/17

**EFFECTIVE DATE**

AUG 28 2017

**FOR AUDITORS USE**

BOONE COUNTY AUDITOR

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2705	60050	Maint/HK ECC	Equipment Service Contract		12,405
2705	60050	Maint/HK ECC	Equipment Service Contract		1,635
2700	86850	MAINT/HK ECC	CONTINGENCY	14,040	
				<u>14,040</u>	<u>14,040</u>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Required service for UPS system that serves the Emergency Management Center. This will provide coverage through December 31, 2018. Joint Communications already has a contract in place with Eaton, # 133-123116SS. The second request is for water treatment of the closed loop system for the heat pumps.

*[Handwritten Signature]*

*ECC UPS MAINT + HEAT PUMP TRMT*

Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

*N/A* A schedule of previously processed Budget Revisions/Amendments is attached

*N/A* A fund-solvency schedule is attached.

□ Comments:

*Agenda*

Auditor's Office

*[Handwritten Signature]*  
PRESIDING COMMISSIONER

*[Handwritten Signature]*  
DISTRICT I COMMISSIONER

*[Handwritten Signature]*  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



Water Treatment Program Agreement  
For

Doug Coley  
Boone County 911 Facility  
2145 County Drive  
Columbia, MO 65202

The Chem-Aqua Water Treatment Program is an important step in achieving efficient operation and extending the useful life of valuable cooling and heating equipment.

By this AGREEMENT Boone County (hereinafter referred to as "Customer") agrees to purchase and Chem-Aqua, Inc. (hereinafter referred to as "Chem-Aqua") agrees to provide a professional Water Treatment Program for the SYSTEM(S) for an annual cost of \$3268.40 to be paid in 4 equal billings of \$817.10 each for a total agreement price of \$3,268.40. The systems covered by this agreement are two (2) Glycol Process Loops, Upstairs Loop and Downstairs Loop.

The term of this AGREEMENT shall be for 12 months starting 9/1/2017 and ending 8/31/2018. This price quotation includes products and services as outlined in this proposal, but does not include any taxes, freight, or handling fees that may be applicable.

Chem-Aqua will have a representative call on Customer and provide directions for the initial application of the treatment chemicals. Thereafter, a representative will visit Customer Quarterly to check the systems, collect water samples, and test the treated waters. A written report documenting the results of the service visits and any recommendations will be provided to the designated personnel of customer.

Customer agrees to follow the recommendations provided by Chem-Aqua on the water treatment program and to maintain the necessary feed and control devices to insure proper application and functioning of the water treatment chemicals. Customer will purchase or otherwise provide and install the required equipment. Chem-Aqua will provide assistance for the installation if requested by Customer.

Customer agrees to permit Chem-Aqua reasonable access to its premises and the system to allow Chem-Aqua personnel to perform their services.

Customer agrees to perform routine cleaning of the systems covered in this agreement.

Customer agrees to perform maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor. If repairs to the system are required to permit Chem-Aqua's products to effectively protect Customer's equipment, Customer agrees to cause such repairs to be made at its expense. Customer agrees to inform Chem-Aqua of modifications to the system or any design elements in the system such as deadlegs that would affect the flow of water through the equipment.

Chem-Aqua's treatment of biological growth is for the purpose of reducing the risk of that growth causing damage to the equipment or otherwise interfering with the operation of the system and is not meant to protect against health risks from exposure to biological growth.

This contract does not include Legionella risk assessments or a Legionella risk management program. Chem-Aqua is providing the services described in this contract only and no services relating to Legionella Risk Management beyond normal minimization of biological fouling.

Chem-Aqua has no responsibility for damages to the system or conditions such as scale or corrosion, which existed prior to the start of the Water Treatment Program, or for damages due to customer's failure to properly operate, maintain or repair equipment. Chem-Aqua is not responsible for damages due to Customer's failure to implement recommendations made by Chem-Aqua.

This AGREEMENT is effective as of the date it is signed and shall remain in effect until cancelled by either party submitting a 30 day written notice of cancellation. Customer will be responsible for payment of all products/equipment shipped and services rendered prior to cancellation of program. Upon cancellation, Customer must return all Chem-Aqua supplied equipment (which has not been separately purchased.) After the initial 12 months, and if business conditions warrant, Chem-Aqua may implement a general price increase to Customer which will be reflected on the next invoice to Customer.

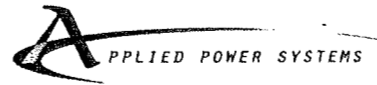
AGREED TO on this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ By \_\_\_\_\_  
Jeff Smith Doug Coley  
Chem-Aqua Boone County 911 Facility  
P.O. Box 152170 2145 County Drive  
Irving, TX 75015 Columbia, MO 65202  
1-800-527-9919 573-424-1633

---

Appendix 1: Equipment  
N/A

Appendix 2: Additional Services  
N/A



Proposal #: BLK213484-2  
 Quote Date: 8/14/2017  
 Effective until: 9/14/2017

8,870.00 +  
 1,230.00 +  
 2,305.00 +  
 12,405.00 \*

Kelly Breig  
 Applied Power Systems  
 121 Weldon Parkway  
 Maryland Heights, MO 63043  
 314-427-5100  
 Email: [kbreig@apspower.com](mailto:kbreig@apspower.com)

**Prepared For:**

Mr. Doug Coley  
 Boone County Communications Center  
 2145 East County Road  
 Columbia, MO 65202  
 Phone: 573-886-4339  
 E-Mail: [dcoley@boonecountymmo.org](mailto:dcoley@boonecountymmo.org)

**For Equipment:**

(2) Eaton 9390-160 UPS each w/ (30) Batteries  
 S/Ns: EJ201CBC01 & EJ201CBC02  
 Current Eaton Coverage: None  
 Eaton Warranty Expiration Date: 6/9/2017

Dear Mr. Coley:

As your Eaton representatives, we are pleased to provide the following budgetary proposal for Eaton factory services for the critical power quality equipment referenced above. Services are performed by experienced technicians trained and employed by Eaton with full access to Eaton resources and technical information. Important features of Eaton service include:

- Access to **rapid emergency response** from Eaton-trained technicians
- Local **field technicians with van-stocked, required, factory-certified parts**
- Access to **technical support** and **design engineering** resources

*This will put us on a calendar billing cycle.*

**BUDGETARY PROPOSAL A**

**Eaton Flex Service Plan – (2) 9390-160 UPS Systems with (30) Batteries Each**  
 - **Includes Corrective Coverage**

- 7x24 Eaton On-Site Corrective Maintenance Coverage including all parts, labor & expenses.
  - Covers Electronics Only (excludes batteries and full capacitor upgrades)
- 8 Hour Eaton Technician Response
- 7x24 Eaton Technical Support Access
- Eaton Service Priority

Budgetary Proposal A1 Investment – One Year (11/1/2017-10/31/2018) ..... \$7,600.00 total (2) units  
 Budgetary Proposal A2 Investment – 14 months (11/1/2017-12/31/2018) ..... \$8,870.00 total (2) units ✓

*As your units will be less than three years old during the 2017-2018 coverage period, Eaton does not require an annual UPS PM be included in the full coverage option. Please see Proposal B for UPS Preventive Maintenance option and Proposal C for Battery Preventive Maintenance option.*





## BUDGETARY PROPOSAL B

### UPS Preventive Maintenance - (2) 9390-160 UPS Systems

- Does Not Include Corrective Coverage

- Comprehensive examination of internal and external operation parameters
- Calibration of all metering and protective features if required
- Functional testing of all transfer conditions
- Inspection of on-line performance of equipment with load
- Installation of systems upgrades where applicable (*system upgrades included at no charge under service agreements with full parts coverage, otherwise billable*)
- Replace air filters as applicable (*filters included at no charge under service agreements with full parts coverage, otherwise billable*)
- Written evaluation providing you a historical record of your equipment performance
- Review of alarm states, history, upgrade status
- Examination of interface to other powertrain equipment
- Visual check of batteries and battery environment
- Completed 5x8 (during business hours)

Budgetary Proposal Option B – Annual 5X8 UPS PM on (2) 9390-160 UPS Systems... \$ 3,105.00 total (2) units

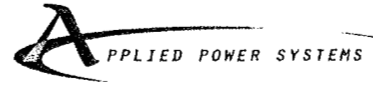
## BUDGETARY PROPOSAL C

### Battery Preventive Maintenance - (60) Total Batteries

- Does Not Include Corrective Coverage

- 7 x 24 Annual Eaton Battery Preventive Maintenance Service Visit
  - Detailed analysis of each cell's condition, voltage, connection resistances
  - Report on condition, capability and recommended corrective action

Budgetary Proposal Option C - Annual Battery PM on (60) total Batteries .....\$ 1,230.00 total (60) Batteries ✓



## BUDGETARY PROPOSAL D

### Eaton PredictPulse 7x24 Remote UPS & Battery Monitoring

- Does Not Include Corrective Coverage

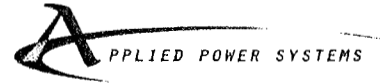
- One Year Eaton Predict Pulse Service – (2) Eaton UPS Systems
- Real Time Updates and Diagnostics
- Online Dashboard Access
  - Real-Time Device Status
  - Alarms
  - Key Performance Metrics
  - Service History
  - Contact Information
- Mobile Application Alarm Data and Response
- Expedited Response to Critical Alarm Events
- Monthly Reports
- 7x24 Eaton Technical Support

**\*UPS must be configured with PredictPulse, a Web/SNMP/PXGX card, an Environmental Monitoring Probe, and a network connection in order to allow for remote monitoring and monthly reports.**

Budgetary Proposal D1 Investment – One Year (11/1/2017-10/31/2018) .....\$1,975.00 total (2) units

Budgetary Proposal D2 Investment – 14 months (11/1/2017-12/31/2018) .....\$2,305.00 total (2) units ✓

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Eaton Corporation terms and conditions govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by the Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

Please refer to the Scopes of Work (SOW) included for descriptions of service coverage and exclusions.

- Supporting Documents:
  - Proposal A: R-10, R-30, T-0, X-1
  - Proposal B: R-2, R-10, T-0, X-1
  - Proposal C: R-5, R-10, T-0, X-1
  - Proposal D: R-10, R-32, T-0, X-1, PredictPulse Quick Start Guide & Infographic
- Payment Terms: Net 30 Days, Billing Cycle: Invoiced Upfront
- Prices quoted herein are firm for thirty (30) days from the date of the proposal
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase, please sign, date and mark your option preference(s) below.
- If using a purchase order, **please issue to Eaton Corporation c/o Applied Power Systems** and reference **Proposal # BLK213484-2** on your PO.
- Return all applicable attachments to: Eaton Corporation c/o Applied Power Systems  
121 Weldon Parkway  
Maryland Heights, MO 63043  
Fax 314-427-1080

Please indicate your approval by signing, dating and marking your option preference(s) below:

Name	Title	Date
Print Name:	Option(s)	Purchase Order Number

If you have any questions or need any additional information, please call me at Applied Power Systems, 314-427-5100. Thank you for entrusting us with your power protection.

Sincerely,

***Kelly Breig***

Applied Power Systems  
[kbreig@apspower.com](mailto:kbreig@apspower.com)



SUBLSR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 8/29/17 09:16:49

Year	<u>2017</u>	Original Appropriation	<u>100,000.00</u>
Dept	<u>2700 911/EM GENERAL SALES TAX</u>	Revisions	<u>45,808.00-</u>
Acct	<u>86850 CONTINGENCY</u>	Original + Revisions	<u>54,192.00</u>
Fund	<u>270 911/EM SALES TAX FUND</u>	Expenditures	_____
		Encumbrances	_____
Class/Account	<u>A ACCOUNT</u>	Actual To Date	_____
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>54,192.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>54,192.00</u>

Expenditures by Period

January	_____	July	_____
February	_____	August	_____
March	_____	September	_____
April	_____	October	_____
May	_____	November	_____
June	_____	December	_____

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

County of Boone

} ea.

September Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the

14th

day of

September

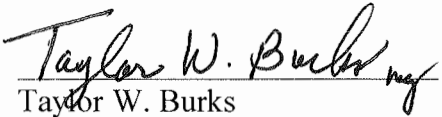
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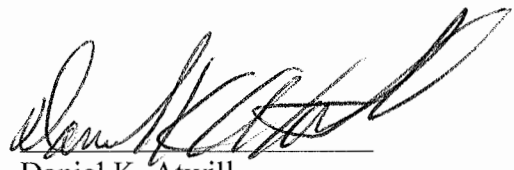
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the proposal from **Central Bank of Boone County** for depository services and does hereby authorize the County Treasurer, County Collector, Circuit Clerk, County Clerk, and County Counselor to proceed with signing the necessary paperwork to set up depository accounts and services with Central Bank of Boone County. This authorization is pending final approval of the master agreement for depository services and shall bind the County only to the extent and under the terms of the Request for Proposal for Depository Services submitted by Central Bank of Boone County. The County Commission further finds that the award of the contract for depository services without delay is necessary to protect substantial interests of the County.

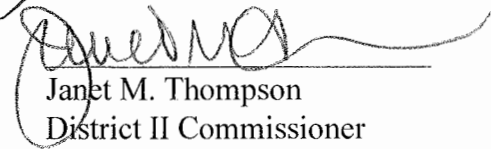
Done this 14th day of September, 2017.

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

## Evaluation Report for Request for Proposal

### 13-20JUL17 – Depository of County Funds

#### OFFEROR #1: Central Bank of Boone County

  X   It has been determined that Central Bank of Boone County has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

       It has been determined that Central Bank of Boone County has submitted a **non-responsive** proposal.

#### Experience/Expertise of Offeror

##### Strengths:

- County's depository as recently as 2011-2015
- Offers a service team that is dedicated to Boone County's depository accounts
- Central Technology Services – custom application design, development, and support
- Central Capital Markets to assist with investment needs
- Branch locations throughout Boone County
- County has familiarity with online banking platform – BusinessLink – and platform appears to meet the County's needs
- Bank chartered in 1871. Central Bancompany founded in 1970. Central has banks in 10 Missouri cities plus an affiliate bank in Oklahoma. Their main Columbia location is downtown at 720 E. Broadway, plus there are 16 other locations throughout Columbia.
- Central Bank ranked 17<sup>th</sup> in Forbes'2017 Best 100 Banks of America.

##### Concerns:

###### Clarification #2:

- Issues in the past with viewing deposited items via BusinessLink due to 'exceptions' within collector deposits. Has this issue been resolved?
  - Clarification #2 response – "Our internal process for balancing customer deposits has changed as well as program logic to account for deposit corrections. If deposit corrections are made directly to the account, item deposit images are viewable online. Deposits are processed and balanced immediately upon receipt. If a deposit difference is detected during working hours, County staff will be contacted".

#### Method of Performance

##### Strengths:

- Files can be delivered using SFTP – the County's preferred method of file transmission

- Dual approval and other safeguards for file verification
- Will provide full collateralization during peak tax collection season
- Will provide full collateralization for maximum amounts required excluding tax season
- No transfer fee for securities purchased via Central Capital Markets
- Memo posting of electronic transaction and teller activity
- Will meet check clearing formats and County's preferred method for check clearing
- Experience with file system provided by OSCA and can meet needs of Circuit Clerk with demonstrated competence in interfacing with OSCA software.
- 18 months of data is available online via BusinessLink
- Offers an interactive Positive Pay platform via BusinessLink
- Positive Pay files can be delivered via SFTP – the County's preferred method
- Manual checks issued and updates to issued checks can be made by County staff online
- Real-time positive pay verification at tellers
- Email alerts for positive pay exceptions
- Main bank, downtown location (720 E. Broadway, Columbia, MO) plus 9 other Columbia locations, some open until 5:30, some drive ups until 6PM, and the Mall branch open until 7PM. 7 Columbia ATM locations are identified. Branches in Ashland, Boonville, and Sturgeon are identified.
- The proposal indicates that it takes no exceptions to the RFP (see IX in proposal).

**Concerns:**

**Clarification #1:**

- What is their maximum dollar amount the bank will pay stated interest on the Collector accounts during peak tax season?
  - Clarification #1 response – up to \$20,000,000
- Review the attached spreadsheet based on your proposed costs to the County's history of transactions. Are the County's computations correct?
  - Clarification #1 response – provided revised worksheet

**Clarification #2:**

- Requires a Deposit Service Agreement to authorize and identify who can make deposits – issue when there is staffing shortages or turnover at the County. Can this process be streamlined for the County?
  - Clarification #2 response – “This agreement was intended for night deposit box processing, large change order requests, and authorization for cash pickups. Since these services are not normally part of your daily operations, we will not require this agreement”.
- ACH credit fee for transactions initiated by outside party – credit card, echeck, and online banking processors. This is a fee that has not been charged in the past. Provide justification for this fee.
  - Clarification #2 response – Implemented since last bid. All credit items incur transaction processing costs. Will lower the deposit and Other Credits fee from \$0.09 to \$0.08 per item.

- Monthly cash handling fee for collector accounts of \$50/month. Safe Keeping fee of \$75/month. These fees have not been imposed in the past. Provide justification for these fees. Will these be charged every month? For the Safe Keeping fee, do we receive that charge even if we do not have anything in Safe Keeping?
  - Clarification #2 response - Implemented since last bid. If a relationship by the County Collector is not established with Central Capital Markets, a monthly fee will not be assessed. If the Collector establishes an account with Central Capital Markets, a per month fee would apply. Will lower the Count Collector's portion of the safekeeping fee to \$50 / month if a relationship is established with Central Capital markets for the first two years of the depository bid contract terms. Will evaluate again in two years. The County Treasurer will be assessed a Safekeeping fee of \$75/month.
- CDROM of deposited items can be provided but at a fee per CD – occasional need to retrieve deposited items not available via online banking. How many months can be included on a CDROM to minimize these costs?
  - Clarification #2 response – The physical CD media has a limitation of about 25,000 images. If CD's are requested quarterly, and the volume of images is more than 25,000, we will create more than one CD. We can also transmit a file of images which holds more than 25,000 images. Cost per file will be \$11.00.
- List any costs associated with the Circuit Clerk opening-up a dedicated account on order of the court.
  - Clarification #2 response – same costs proposed for the Treasurer and Collector accounts.



**OFFEROR #2: Commerce Bank**

X It has been determined that **Commerce Bank** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

\_\_\_\_\_ It has been determined that **Commerce Bank** has submitted a **non-responsive** proposal.

**Experience/Expertise of Offeror**

**Strengths:**

- Offers a relationship team that is dedicated to Boone County's depository accounts
- Implementation team that will work with County to ensure smooth transition
- Capital Markets Group to assist with investment needs
- Commerce Connections online banking platform – appears to meet the County's basic needs based on bank's proposal
- Handles depository services for University of Missouri
- Commerce Bank was founded over 150 years ago (1867). Will deliver "Big Bank Technology" with the service level of a Community Bank. \$25.3 billion in assets; the largest Missouri-based bank; ranked 38<sup>th</sup> among U.S. banks.
- Relationship Management Team is identified – a 5-member team with banking experience ranging from 4-35 years; all are trained in banking and finance. In addition, an 800# commercial customer support team is identified.
- They page-numbered their proposal response.

**Concerns:**

**Method of Performance**

**Strengths:**

- Files can be delivered using SFTP – the County's preferred method of file transmission
- Enhanced security features to authenticate and approve fund transfers and file verification
- Will provide full collateralization on all collected deposits
- No safekeeping fee for securities purchased through Capital Markets Group
- Memo posting of current day transactions is updated when received and processed
- Will meet check clearing formats and County's preferred method for check clearing (including Circuit Clerk?)
- Positive Pay files can be delivered via SFTP – the County's preferred method
- Offers an interactive Positive Pay Manual via Commerce Connections

- Manual checks issued and updates to issued checks, and review of exceptions can be made by County staff through Commerce Connections
- Real-time positive pay verification at tellers
- Email alerts for positive pay exceptions
- Will provide monthly CDROM of cleared checks and deposited items
- Downtown location, 901 E. Broadway with 6 other Columbia locations, some are open until 6PM, with the HyVee location open until 7PM.

### Concerns:

- Does not specifically address the compatibility with OSCA systems
- Proposes an interest rate that is 10 basis points **below** 91-day T-bill rate
- ACH credit fee for transactions initiated by outside party – credit card, echeck, and online banking processors
- Per email fee for notifications such as returns, positive pay exceptions, wires
- Only 45 days of account history is available through Commerce Connections
- Proposes using Repurchase Agreements on Investment Accounts, and excess funds in Collector’s accounts during peak tax season
- There’s a typo on page 28 – their example refers to 400 participants but their math refers to and calculates using 450 participants.
- They are actually offering negative basis points (minus 59 basis points).
- Statement on p. 29 about collateralization: “During the peak tax collection period...Commerce proposes to continue to utilize a repurchase agreement and proposes to pay the County at a rate of [the] 91-day Treasury Bill minus 59 basis points on all collected dollars over \$36,000,000.00 (provided that Commerce itself is able to access the repo market for collateral coverage. If Commerce is unable to access that market, then we propose to assist the County in the purchase of Treasuries and Agencies to fulfill the collateral requirements).”
  - Concern that Commerce is unable to access the market. Concern regarding negative collateralization interest quote.
- There’s an additional fee of \$.03 per item identified on page 30 for a paid item file for download. There is no transmission charge but there is this item charge.
- Commerce has quoted pricing for Positive Pay and for Premium Positive Pay service. Premium Positive Pay has the additional charge of \$3 per each email alert.
- There is a long listing called the “Capital Markets Fee Schedule” identifying several additional Safekeeping Fees, Transaction Fees, and fees for Additional Services. There are several statements at the bottom of the page indicating that there are additional charges for postage, insurance, courier charges, etc. plus fees being subject to change without notice.

### Clarification #1:

- What is their maximum dollar amount the bank will pay stated interest on the Collector accounts during peak tax season?

- Clarification #1 response – up to \$36MM at a rate of 91 day Tbill minus 10 basis points.
- Review the attached spreadsheet based on your proposed costs to the County's history of transactions. Are the County's computations correct?
  - Provided some changes in clarification #1 response.

**OFFEROR #3: Landmark Bank**

X  It has been determined that **Landmark Bank** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

       It has been determined that **Landmark Bank** has submitted a **non-responsive** proposal.

**Experience/Expertise of Offeror**

**Strengths:**

- Currently the County's depository
- Business Premium Internet Banking online platform – meets the County's basic needs
- History of working with other political subdivisions – Columbia Public School and Daniel Boone Regional Library

**Concerns:**

- Does not state if services are available to assist with investment needs
- Does not state if a dedicated support individual or team is assigned to Boone County

**Method of Performance**

**Strengths:**

- Payroll and ACH files can be delivered using SFTP – the County's preferred method of file transmission
- 18 months of data is available via online banking
- Will provide full collateralization during peak tax collection season
- Will provide full collateralization for maximum amounts required excluding tax season
- Proposes the higher of an interest rate floor or 67 basis points above T-bill.
- Memo posting of current day transactions is updated when received and processed
- Will meet check clearing formats and County's preferred method for check clearing (including Circuit Clerk?)
- Positive Pay files can be delivered via SFTP – the County's preferred method
- Will provide monthly CDROM of cleared checks and deposited items
- Downtown location, on 801 E. Broadway in Columbia, Missouri, plus 8 other Columbia locations, 13 Breaktime locations and 7 ATM's, plus a location at the Home Mortgage Center on Emerald Lane.
- Offered the highest interest rate. Guaranteed payment of a minimum 1.050% interest (105 basis points).

**Concerns:**

- Does not specifically address the compatibility with OSCA systems
- Manual checks issued and updates to issued checks cannot be made by County staff through Business Premium Internet Banking – rather the Bank makes these updates
- Does not have real-time positive pay verification at tellers.
- Landmark does not offer Positive Pay that meets the requirements of the County which is mandatory (see paragraph 5.5).

**Clarification #1:**

- What is their maximum dollar amount the bank will pay stated interest on the Collector accounts during peak tax season?
  - o Clarification #1 response - \$35,000,000 will earn the stated interest rate in our proposal of 13-week T-Bill plus 67 basis points with a floor of 105 basis points. Collector balances above \$35 million will deposited into the Collector Overflow Checking account and will earn a negotiated rate agreed upon by the County and the Bank.
- Review the attached spreadsheet based on your proposed costs to the County's history of transactions. Are the County's computations correct?
  - o Clarification #1 – confirmed correct

**OFFEROR #4: U.S. Bank**

\_\_\_\_\_ It has been determined that U.S. Bank has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

X It has been determined that U.S. Bank has submitted a **non-responsive** proposal.

Requesting a maximum balance of \$6,000,000. All remaining balances will be invested.

**Experience/Expertise of Offeror**

**Strengths:**

150 years of providing banking services to government entities (cover letter).

Provided public agencies as references: City of Columbia and Buchanan County (Pg. 21).

**Concerns:**

**Method of Performance**

**Strengths:**

Downtown location

Customer service representatives are always available during regular with hours with no voice mail (Pg. 12).

**Concerns:**

Included a confidentiality statement (pg. v)

Unable to provide a Master Repurchase agreement as required in paragraph 2.1. and 2.2.6. (pg. 4 & 5).

Unable to apply interest based on the 90-day U.S. Treasury Bill rate as required in paragraph 2.2. (pg. 4).

Do not see the pricing sheet that they reference on the thumb drive

- Melinda was able to provide this to committee members from the paper copy of the proposal response.

**SUMMARY:**




**Recommendation for Award:**

The Evaluation Committee initially met on July 31, 2017. Following evaluation, U.S. Bank did not make the short-list. U.S. Bank did not follow our response format so was difficult to evaluate their proposal response. They also had several requirements they could not meet so it was determined that their proposal response was non-responsive. The committee short-listed to: Commerce Bank, Central Bank and Landmark Bank. Clarification #1 was sent to the short-list of Offerors.

Following the evaluation meeting on August 17, 2017, Landmark Bank was eliminated from further evaluation for not offering positive pay that meets all of the County's requirements, and they are not able to demonstrate an interface with OSCA. Commerce Bank was eliminated from further evaluation due to their relative rate, fee, and collateralization proposals. Clarification #2 with a Best and Final offer was sent to Central Bank.

Committee met on August 23, 2017 to review Clarification #2.

Recommendation for award is Central Bank of Boone County for offering the best solution for Boone County's depository needs.

 _____ Evaluator's Signature: Christy Blakemore, Boone County Circuit Clerk	8/24/17 _____ Date
 _____ Evaluator's Signature: Tom Darrrough, Boone County Treasurer	8/25/17 _____ Date
 _____ Evaluator's Signature: Brian McCollum, Boone County Collector	8-25-17 _____ Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

September Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

14th

day of

September

20

17

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

Now on this day the County Commission of the County of Boone does hereby accept and approve the attached Amendment to the Environmental Review Record for the American Outdoor Brands project, 2016-ED-04.

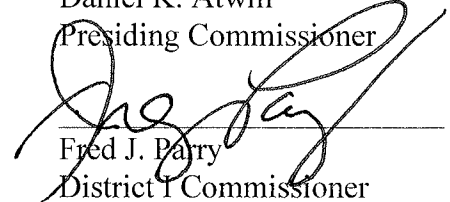
Done this 14th day of September, 2017.

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



**AMENDMENT TO THE ENVIRONMENTAL REVIEW RECORD**

Responsible Entity: County of Boone

Project Number: 2016-ED-04

Project Name: American Outdoor Brands (Project Ascent)

**Estimated Project Costs for Proposed Activities- All sources and amounts!**

CDBG Funds: \$1,840,860	Other State Funds: \$0
Local Cash: \$0	Federal Funds: \$0
Private: \$40,000,000	In-Kind: \$499,500
Other: \$0	TOTAL: \$41,840,860

**Project Design:** *Select all that are applicable to the project location indicated above and attach.*

- PER                       Site Plan                       Building Design/Renderings  
 PAR                       Work Write-up                       Cost Estimates/Revise Budget  
 Other: \_\_\_\_\_                       N/A, Explain: \_\_\_\_\_

**Original Project Description:**

See attached

**Proposed Activities:**

See attached

**Additional Conditions of Approval for Proposed Activities:**

There are no additional conditions of approval for proposed activities.

### ***Original Project Description***

The proposed project is located at T48N, R11W, Section 6, (Latitude: 38.965847, Longitude: -92.197293), Boone County, MO, 65202. The proposed project involves construction of public infrastructure needed in order for private development to move forward with construction of a warehouse and distribution center for retail products and a small office building.

It is anticipated that any Community Development Block Grant (CDBG) dollars awarded for this project would primarily be used for improvements to State Route Z in Boone County within existing MoDOT right of way. An approximately 2,030 linear foot stretch of State Route Z from the interchange of State Route Z and Interstate 70 to the proposed entrance of the new warehouse and distribution center will likely need widening. A 400 linear foot deceleration lane and overlay to the existing surface will also be needed along State Route Z. Other infrastructure improvements that will be needed as part of this project include a 1,500 linear foot natural gas line extension and an on-site drip irrigation system will be built to service the sanitary sewer needs of the new warehouse and distribution center. It is also anticipated that storm water infrastructure may be needed on site. A new county road may be required on the southern edge of the proposed project site.

The warehouse and distribution center for retail products will be approximately 550,000-600,000 sq. ft. and will be located on an approximately 188-acre site. The only structures currently located on the 188-acre site include a vacant two-story house, a vacant one-story guest house, a shed and a garage. It is anticipated that these structures will be demolished as part of this project. Along with the warehouse and distribution center, a small office building for customer service, research, design and management positions will be located on site. Site acquisition is anticipated in early May of 2017 and construction will commence shortly thereafter. Construction is expected to be complete by mid-2018 with operations beginning in Q4 of 2018.

### ***Proposed Activities (Amended Project Description)***

Community Development Block Grant (CDBG) dollars awarded for this project will be used for construction of a right turn lane at the proposed employee entrance/exit drive off Route Z, modifications (vertical alignment adjustments) to Route Z to provide adequate sight distance, installation of a traffic signal at the I-70 off ramp to improve the level of service at that location, construction of a portion of the Clark Lane extension.

The company's new site plan has been attached for your review. It includes an additional approximately 22-acre parcel of land, which brings the total number of acres for the project site to approximately 211 acres. Two options are being considered for truck access to the company's facility. Option A involves the company's truck access coming off of Clark Lane. Option B involves truck access coming off of a third Route Z access point.



**REVIEW OF ENVIRONMENTAL IMPACTS:**

For each impact area below, indicate whether the proposed changes to the project will affect the original determination made (i.e. any of the questions on the worksheet will be answered differently, new permitting requirement, etc.). For those impacts that will be affected, attach the relevant worksheet and supporting documentation.

<b>CEST &amp; EA:</b>	<b>Indicate whether the original determination (or the factors that lead to the determination) will be affected:</b>	
Historic Properties	<input type="checkbox"/> Will not be affected	<input checked="" type="checkbox"/> Will be affected
Flood Insurance	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Floodplain Management	<input type="checkbox"/> Will not be affected	<input checked="" type="checkbox"/> Will be affected
Wetlands	<input type="checkbox"/> Will not be affected	<input checked="" type="checkbox"/> Will be affected
Airport Hazards	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Endangered Species	<input type="checkbox"/> Will not be affected	<input checked="" type="checkbox"/> Will be affected
Wild and Scenic Rivers	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Farmland Protection	<input type="checkbox"/> Will not be affected	<input checked="" type="checkbox"/> Will be affected
Noise Control	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Explosive & Flammable Operations	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Water Quality	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Air Quality	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Contamination & Toxic Materials	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Environmental Justice	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
<b>EA Only:</b>		
Land Development	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Socioeconomic	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Community Facilities	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected
Natural Facilities	<input checked="" type="checkbox"/> Will not be affected	<input type="checkbox"/> Will be affected

The relevant worksheets are attached. Supporting documentation can be found in Appendix 1 and Appendix 2.

**CDBG ENVIRONMENTAL ASSESSMENT**

**HISTORIC PROPERTIES**  
**(Historic Preservation Act 16 U.S.C. 470 & 36 CFR Part 800)**

Section 106 Project Information Form;      MO SHPO Website

1. Is any property in the project listed or eligible for listing on the National Register of Historic Places? *(Print information from websites and attach)*       YES     NO  
National Historic Landmarks  
MO National Register Listing - by County

2. Is any property in the project located within or directly adjacent to a historic property?       YES     NO

3. If a tiered review, was SHPO notified that site-specific reviews will be completed as activities and properties are known?       N/A     YES     NO

4. Is fill material required for the project?       YES     NO  
If Yes, has the location of the fill been reviewed by the SHPO?       YES     NO

5. Has the RE provided adequate public involvement for identifying and assessing impacts to historic properties consistent with 36 CFR Part 800.2(d)?       YES     NO  
*Yes, the citizen participation requirement will be met with a public hearing in April 2017*  
*Check all that apply and attach:*     Public Notices     Public Hearing Minutes     Direct Mail     Newspapers/Newsletters     Postings (websites, high traffic buildings, neighborhoods, etc.)

6. Based on completion of the Determination to Consult with Tribes Under Section 106 form, is consultation with Tribes required? *(Form located on the following page.)*       YES     NO

7. According to HUD's Tribal Directory Assessment Tool, are there Tribes listed for the county in which the project is to occur? HUD IDAT       YES     NO  
*Print and attach web page(s) as documentation.*  
In response to submission of project information, did any Tribes issue a comment of concern, request more information, consultation, and/or a survey? *Attach all correspondence.*       N/A     YES     NO

8. Is a cultural resource survey required as part of the Section 106 Review?       YES     NO  
*If YES, check the appropriate box or boxes.*  
 Architectural Survey Completed – Date of SHPO acceptance letter: \_\_\_\_\_  
 Archaeological Survey Completed – Date of SHPO acceptance letter: March 22, 2017

9. SHPO Project Number Assigned: 029-BO-17

10. **Result of Section 106 Review:** *Attach Section 106 form, including attachments*  
 No Historic Properties Affected - Date of SHPO Letter(s): March 22, 2017; August 10, 2017 (Amendment)  
 No Adverse Affect – Date of SHPO Letter(s): \_\_\_\_\_  
 No Adverse Effect With Conditions – Date of SHPO Letter(s): \_\_\_\_\_  
Date of SHPO acceptance letter: \_\_\_\_\_  
 Adverse Affect - Date of SHPO Letter(s): \_\_\_\_\_  
*[Project either rejected or requires Memorandum of Agreement (MOA)]*

**CDBG ENVIRONMENTAL ASSESSMENT**

11. MOA (Attach SHPO acceptance once received and final copy of MOA) **Check all**  N/A -- MOA Not Required  
**Check all that apply:**

- ACHP notified (Must be contacted prior to executing MOA)
  - ACHP chooses to participate  ACHP chooses not to participate
- Indian Tribes Notified -  N/A – No Tribes Identified with interest in the project county
  - One or more Tribes choose to participate in the MOA  No Tribal choose to participate
- All stipulations may be completed and approved by SHPO prior to beginning any physical project activities
- MOA Stipulations Complete and Accepted by the SHPO – Date of SHPO letter: \_\_\_\_\_

12. Has compliance with Section 106 been met?  YES  NO

If NO, explain why:

**SHPO STAFF:**

Judith Deel, Archaeology: 573/751-7862; [Judith.deel@dnr.mo.gov](mailto:Judith.deel@dnr.mo.gov)

Amanda Burke, Architecture: 573/751-7958; [Amanda.Burke@dnr.mo.gov](mailto:Amanda.Burke@dnr.mo.gov)

**ENVIRONMENTAL ASSESSMENT**

**FLOODPLAIN MANAGEMENT**

(E.O. 11988, 24 CFR Part 55)

1. Floodplain Management applies to projects involving ANY of the following - check all that apply:

- Acquisition of land or buildings
- New Construction
- Substantial Rehabilitation (i.e., modifications and improvements to buildings where rehabilitation costs exceed 50% of pre-rehabilitation value of building or where residential density increases more than 20%)
- Expanding the footprint of buildings or structures
- Infrastructure Improvements – Water, Sewer, Drainage, Roads, Bridges, Ditches, Utilities
- Other activities affecting land use \_\_\_\_\_

2. Is the project located in a 100-year floodplain or designated floodway?  YES  NO

[FEMA Map Service Center](#)

Mark project boundary clearly on FEMA map if the area has been mapped by FEMA.

\*Part 55 prohibits federal financial assistance for use in a floodway except functionally dependent uses such as port authorities, floodwalls, bridges, levees, dams, etc.

**UNMAPPED AREAS:** Obtain the best information possible from one or more of the following qualified sources: *Check all sources used and attach all documentation.*

- [CARES Internet Mapper](#) – Click to access mapper
- Project Engineer – Written explanation
- Community Floodplain Administrator – Written statement
- US Army Corps of Engineers - Correspondence
- US Geological Survey Maps
- USDA Natural Resources Conservation Service – Soil Maps
- Regional Planning Commission/Regional Council of Governments Mapping – Maps/Written statement
- Local flood control or levee district – Maps/Written statement
- Other \_\_\_\_\_

3. Does the project involve a **Critical Action** (nursing home, hospital, data storage facility)?  YES  NO

If YES, is the project located in a 500-year floodplain?  YES  NO

If **YES** to # 2 and/or #3, skip to #5. If **NO** to #2 and #3, go on to #4.

4. The project is **NOT** located in a floodplain.

Attach FEMA Firmette Map or Flood Insurance Rate Map and mark the project boundary on the map.

Community Name/Number: Boone County, Missouri; Map Number: 29019C0325D \_\_\_\_\_

Map Panel and Date of Map Panel: Panel 0325 of 470; March 17, 2011 \_\_\_\_\_

5. The project **IS** located in a floodplain. HUD's 8-Step Decision Making Process is required. See Page IV-112.

\* Refer to the Preliminary Engineering/Architectural Report and/or consult with the engineer/architect for assistance. Consultation with environmental professionals may be appropriate.

**ENVIRONMENTAL ASSESSMENT**  
**WETLANDS PROTECTION**  
**(E.O. 11990, 24 CFR Part 55)**

Executive Order 11990 requires all Federal agencies avoid impacts to wetlands, direct or indirect, by discouraging construction in wetlands whenever there is a practicable alternative.

1. Compliance with Wetlands Protection applies to Land Acquisition and/or Construction related to any of the following. Check all that apply to the project:
- Buildings and structures
  - Roads
  - Sewer and water systems
  - Storm drains and ditches
  - Flood control systems
  - Dredging, filling, excavation (includes rehabilitation to existing buildings and structures)
  - Expansion or altering the footprint of buildings or structures

2. Attach a **color wetlands map** with the project site clearly marked. Acceptable mapping sites are listed below. Ensure the map is zoomed in close enough to exhibit details of the surrounding project area. *Maps listed are for preliminary screening purposes only.*
- National Wetlands Inventory Mapper – FWS Wetlands Mapper (National Wetlands Inventory)  
UMC CARES GIS & Internet Mapping – UMC CARES GIS and Internet Mapping

3. Are there drainage ways, streams, creeks or rivers on or near the project site?  YES  NO
- If yes, or the project is located in or near a wetlands, submit a cover letter with detailed project description, project location including township, range and section, clear and detailed map, and preferably color photographs of the area to:
- |   |   |
|---|---|
| <b>U.S. Fish &amp; Wildlife Service</b><br>Columbia Ecological Services Field<br>Amy L. Salveter, Field Supervisor<br>101 Park DeVillie Drive, Suite A<br>Columbia, MO 65203-0057<br>Phone-573/234-2132 | <b>U.S. Army Corps of Engineers</b><br>Contact your regions District Office for potential Jurisdiction Determination at the following website:<br><u>USACE Regulatory Officer Locator</u><br><br><b>If a wetlands delineation is needed, contact NRCS:</b><br><u>NRCS Wetlands Delineation Contacts</u> |
|---|---|

4. Is the project in a designated wetland, as indicated by qualified sources?  YES  NO

5. Is the project located in a 100-year floodplain or designated floodway?  YES  NO
- \*\* If Yes, the HUD 8-Step Decision Making Process IS required  
\*\* If Yes to Question 4 and No to Question 5, please proceed to Question 6 to determine what level of HUD's 8-Step Decision Making Process is required.

6. **Permitting Requirements:** Does the project involve new construction?  Yes  No

- 6a. Does the project require a USACE Section 404 Individual Permit?  YES  NO
- \*\*If yes, and project is **not** new construction, attach permit and complete only steps 6,7 and 8 of HUD's 8-Step Decision Making Process. New construction requires full 8-Step.

- 6b. Does the project require a USACE Section 404 General or Nationwide Permit?  YES  NO
- \*\*If Yes, HUD's **entire** 8-Step Decision Making process is required.

**Check all source documentation applicable and attach:** Maps must be in color.

- Color FWS Map(s)
- Color maps from other qualified agencies. Specify: \_\_\_\_\_
- Consultation correspondence (letters, e-mails, faxes, documented phone calls)
- US Fish & Wildlife Service Clearance
- US Army Corps of Engineers Clearance
- Other qualified agency clearance(s): \_\_\_\_\_
- Permitting Information
- Other sources of documentation: \_\_\_\_\_

**Additional Information/Explanations:**



**ENVIRONMENTAL ASSESSMENT**

**ENDANGERED SPECIES**  
**(Endangered Species Act (ESA), Section 7 - 50 CFR Part 402)**

The ESA mandates that Federally-assisted activities not jeopardize the existence of plants and animals listed or proposed for listing on the endangered species list. Activities proposed for areas harboring such species must avoid adversely modifying or destroying their habitat.

Endangered Species Act of 1973

**\*If the project involves acquisition, new construction, site clearance, or public infrastructure improvements contact the following agencies. Attach all related documentation.**

**U.S. Fish & Wildlife Service**  
Columbia Ecological Services Field  
Amy L. Salveter, Field Supervisor  
101 Park DeVille Drive, Suite A  
Columbia, MO 65203-0057  
Phone: 573/234-2132

**MO Department of Conservation (MODOC)**  
Attention Policy Coordination  
PO Box 180  
Jefferson City, MO 65102  
573/522-4115  
MDC Website

US Fish & Wildlife Services Columbia, MO Field Office  
iPac Information Planning and Conservation System Tool

**Compliance:**

**Agency Requirements:** Are conditions/mitigation measures required by any agency?  YES  NO

If Yes, 1) Explain agency requirements 2) Explain if they are feasible in relation to project goals 3) Describe the mitigation plan to address requirements and if mitigation measures are required for completion *prior* to beginning any physical activity, etc: (*Attach additional pages as needed.*)

A Phase 2 Mist-Netting Report was completed on May 22, 2017 and sent to Josh Hudley with U.S. Fish and Wildlife. This was the method used for determining presence or probable absence of Indiana Bat. An email detailing the study and response from U.S. Fish and Wildlife has been attached. It was the determination of U.S. Fish and Wildlife that - based on the survey - Indiana bats, northern long-eared bats and running buffalo clover are probably absent from the project area such that the project will have no effect on these species.

**Agency Recommendations Related to Site:**  No recommendations provided by agencies

A Phase 2 Mist-Netting Report was completed on May 22, 2017 and sent to Josh Hudley with U.S. Fish and Wildlife. This was the method used for determining presence or probable absence of Indiana Bat. An email detailing the study and response from U.S. Fish and Wildlife has been attached. It was the determination of U.S. Fish and Wildlife that - based on the survey - Indiana bats, northern long-eared bats and running buffalo clover are probably absent from the project area such that the project will have no effect on these species.

Check all source documentation applicable and attach:

- US Fish and Wildlife clearance
- MO Department of Conservation clearance
- Consultation correspondence (letters, e-mails, faxes, documented phone calls)
- Permitting Information
- Other sources of documentation: \_\_\_\_\_

**Compliance has been met.**

**ENVIRONMENTAL ASSESSMENT**

**FARMLAND PROTECTION**

**(Farmland Protection Policy Act, 7 CFR 658)**

The purpose of the Farmland Protection Policy Act (FPPA) is to minimize unnecessary and irreversible conversion of farmland to non-agricultural uses.

- FPPA is NOT applicable to (1) land with a density of 30 structures per 40-acre area, (2) lands identified as “urbanized area” (UA) on the Census Bureau Map, (3) as urban area mapped with a “tint overprint” on the USGS topographical maps, or (4) as “urban-built-up” on the USDA Important Farmland Maps.
- FPPA IS applicable to land designated as *Prime* or *Unique* agricultural lands by USDA Natural Resources Conservation Services, including forestland, pastureland and cropland, and farmland of statewide or local importance.

**Compliance:**

**Does the project involve new construction, acquisition or disposition of agricultural land, pasture or forested land that would result in development or conversion for non-agricultural use?**

**NO**      **Indicate current land use and/or zoning classification of proposed project site:**

Describe current land use of the project site and surrounding/adjacent parcels of the project site. Explain compatibility of proposed project activities with current land use. Attach support documentation for current zoning classification and/or land use such as ordinances, and color photos and maps. Attach additional pages as necessary:

**YES**      **Complete the USDA Farmland Conversion Impact Rating Form. Submit the form to the USDA NRCS office *in your region*.**

Contact information for NRCS offices: NRCS Service Center Locator for MO

Describe the outcome of the NRCS rating, any conditions or mitigation measures required, and the feasibility of these requirements in relation to project goals. Attach all related documentation:

Related Website: CARES Internet Mapping - UMC Cares Map Room.  
If using a map for support documentation, print in color.

The map site listed above is for preliminary screening purposes only.

CDBG Administrative Manual  
Environmental Review

For each environmental impact are that the determination will be affected by the proposed changes to the project, please provide an explanation for how the impacts will be addressed and whether it affects the original ER finding. Please justify your determination.

See attached

**CERTIFICATION OF ORIGINAL ENVIRONMENTAL FINDING:**

The Responsible Entity has completed an Amendment to the Environmental Review Record. In conformance with HUD Federal regulation 24 CFR 58.47 – *Re-evaluation of environmental assessment and other environmental findings*, the original environmental review record was examined and the Finding of No Significant Impact (FONSI) determination remains valid.

In my capacity as Certifying Officer on behalf of the Responsible Entity and in conformance with Part 38, I certify that I have independently evaluated the Amendment, including all related documentation, and have supplemented the Amendment with additional information where appropriate. On behalf of the Responsible Entity, I assume responsibility for the accuracy of the information contained herein. I hereby approve the Amendment and acknowledge all identified conditions for approval that must be implemented and appropriately documented.

\_\_\_\_\_  
Signature, RE Certifying Officer

\_\_\_\_\_  
Date

**PREPARER'S CERTIFICATION:**

As preparer of the Amendment as designated by the Responsible Entity, I certify to the accuracy of the information contained herein.

*David DeL...*  
\_\_\_\_\_  
Preparer Signature

*9/5/2017*  
\_\_\_\_\_  
Date

***For each environmental impact are that the determination will be affected by the proposed changes to the project, please provide an explanation for how the impacts will be addressed and whether it affects the original ER finding. Please justify your determination.***

All state and federal agencies and Indian tribes were notified of the additional 22 acres being added to the original project site. This includes the State Historic Preservation Office, Miami Tribe of Oklahoma, Apache Tribe of Oklahoma, Seneca-Cayuga Nation, Army Corps of Engineers, U.S. Fish and Wildlife, and USDA-NRCS. A Missouri Department of Conservation Natural Heritage Review was also conducted. Documentation of these notifications and the responses have been attached.

The addition of the 22 acres could have resulted in an impact to the original determination regarding historic properties, wetlands, endangered species and farmland protection; however, the responses from these agencies indicate that no such impact will result.

Below is quick summary of all responses to the notification that 22 acres will be added to the original project site:

<b>Agency / Tribe</b>	<b>Impact Area</b>	<b>Summary of Response</b>	<b>Additional Condition of Approval</b>
State Historic Preservation Office	Historic Properties	"No historic properties affected"	None
Miami Tribe of Oklahoma	Historic Properties	No objection to the modifications	None
Apache Tribe of Oklahoma	Historic Properties	No response	None
Seneca-Cayuga Nation	Historic Properties	No response	None
Army Corps of Engineers	Wetlands	Does not appear that any wetlands are present	None
U.S. Fish and Wildlife	Wetlands and Endangered Species	Not significantly impact on wetlands; Critical habitat to important species not likely impacted	None
MDC	Endangered Species	Natural Heritage Report came back showing Indian Bat as the only concern. Conditions for approval already take into account mitigation activities for Indiana Bat.	None
USDA-NRCS	Farmland Protection	Farmland Conversion Impact Rating score of less than 160, which means alternative sites do not need to be considered.	None

## **Appendix 1: Notifications of Project Amendment**



206 E. Broadway PO Box 140  
Ashland, Missouri 65010  
573-657-9779  
Fax: 573-657-2829  
www.midmorpc.org

Missouri Department of Natural Resources  
State Historic Preservation Office  
Attention: Section 106 Review  
P.O. Box 176  
Jefferson City, Missouri 65102-0176

August 4, 2017

Re: Amendment to the Environmental Review Record - Boone County Proposed Development at T48N, R11W, Section 6, Boone County, MO, 65202, HUD (CDBG) funds - SHPO Log # 029-BO-17

Dear Compliance Officer:

Enclosed please find a request to review an amendment to the environmental review record regarding the project with the SHPO Log # 029-BO-17 pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended.

The amended project includes an additional 22.13 acre parcel of land which was not previously reviewed by SHPO. The total project site is now approximately 211 acres. Our office has reviewed the property and finds that it is not listed in the National Register of Historic Places and does not appear to meet National Register criteria of eligibility. Therefore, we have determined that no historic properties will be affected by this undertaking. We request your concurrence.

Per your requirements, we have included the following information:

- A current aerial map showing the proposed project

I am aware that your office has 30 days upon receipt of adequate information to review and comment on the impact of this undertaking. I am also aware that if the initial Section 106 submission is not sufficient and you must request additional information, another 30-day review by your office will begin upon receipt of the additional information. Should you need additional information, please do not hesitate to contact me at (573) 657-9779 or [debragriffin@midmorpc.org](mailto:debragriffin@midmorpc.org).

Sincerely,

Debra Griffin  
Mid-Missouri Regional Planning Commission

Encl.

**Z**

22 additional acres being added to project site

Project Ascent (American Outdoor Brands)  
108.58 acre site originally reviewed





# Boone County Commission

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## REQUEST FOR PROPOSED PROJECT REVIEW

August 7, 2017

Chairman Bob Komardley  
Apache Tribe of Oklahoma  
PO Box 1330  
Anadarko OK 73005

RE: Boone County Missouri - Ascent Development Project

Dear Chairman Komardley,

Missouri's Boone County Commission, has submitted an application to the Missouri Department of Economic Development (MO DED) requesting Community Development Block Grant funds (CDBG) to assist with our proposed project. CDBG funds are granted to the MO DED by the US Department of Housing and Urban Development (HUD). An environmental review is required pursuant to the national Environmental Policy Act (NEPA) and HUD's environmental regulation, 24 CFR Part 58.

The Commission previously sent you a letter requesting your review of this project on February 24, 2017. The previous project description was as follows:

*It is anticipated that any Community Development Block Grant (CDBG) dollars awarded for this project would primarily be used for improvements to State Route Z in Boone County within existing Missouri Department of Transportation right of way. An approximately 2,030 linear foot stretch of State Route Z from the interchange of State Route Z and Interstate 70 to the proposed entrance of the new warehouse and distribution center will likely need widening. A 400 linear foot deceleration lane and overlay to the existing surface will also be needed along State Route Z. Other infrastructure improvements that will be needed as part of this project include a 1,500 linear foot natural gas line extension and an on-site drip irrigation system will be built to service the sanitary sewer needs of the new warehouse and distribution center. It is also anticipated that storm water infrastructure may be needed on site.*

*The warehouse and distribution center for retail products will be approximately 550,000-600,000 sq. ft. and will be located on an approximately 188-acre site. The only structures currently located on the 188-acre site include a vacant two-story house, a vacant one-story guest house, a shed and a garage. It is anticipated that these structures will be demolished as part of this project. Along with the warehouse and distribution center, a small office building for customer service, research, design and management positions will be located on site. Site acquisition is anticipated in early April of 2017 and construction will commence shortly thereafter. Construction is expected to be complete by mid-2018 with operations beginning in Q4 of 2018.*



The Commission is in the process of amending the original environmental review record. The Commission requests your review of the amended project to identify whether sites exist that have religious and cultural significance to the Apache Tribe of Oklahoma and to determine if project undertakings have the potential to adversely impact any identified sites. The amended project description is as follows:

Community Development Block Grant (CDBG) dollars awarded for this project will be used for construction of a right turn lane at the proposed employee entrance/exit drive off Route Z, modifications (vertical alignment adjustments) to Route Z to provided adequate sight distance, installation of a traffic signal at the I-70 off ramp to improve the level of service at that location, construction of a portion of the Clark Lane extension.

The company's new site plan has been attached for your review. It includes an additional parcel of land, which brings the total number of acres for the project site to approximately 211 acres. Two options are being considered for truck access to the company's facility. Option A involves the company's truck access coming off of Clark Lane. Option B involves truck access coming off of a third Route Z access point.

Enclosed you will find a topographic map with the proposed project site clearly identified and an aerial photo with the proposed project plan. Please provide written comments by September 8th to the following:

Daniel K. Atwill  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732

If you require more time for review of this project, or if you have questions or would like more information, please contact me at the address above, or by email at [datwill@boonecountymo.org](mailto:datwill@boonecountymo.org). Should any significant changes be proposed to the location and/or scope of the proposed project, you will be notified in writing prior to the initiation of any construction activities for the opportunity to review and comment on any such changes. Thank you for your interest and assistance.

Sincerely,



Daniel K. Atwill  
Boone County Presiding Commissioner

Attachments: USGS topographic map with proposed project site; aerial photo of the proposed project site.



# Boone County Commission

---

## REQUEST FOR PROPOSED PROJECT REVIEW

August 7, 2017

THPO Diane Hunter  
Miami Tribe of Oklahoma  
PO Box 1326  
Miami OK 74355

RE: Boone County Missouri - Ascent Development Project

Dear THPO Hunter,

Missouri's Boone County Commission, has submitted an application to the Missouri Department of Economic Development (MO DED) requesting Community Development Block Grant funds (CDBG) to assist with our proposed project. CDBG funds are granted to the MO DED by the US Department of Housing and Urban Development (HUD). An environmental review is required pursuant to the national Environmental Policy Act (NEPA) and HUD's environmental regulation, 24 CFR Part 58.

The Commission previously sent you a letter requesting your review of this project on February 24, 2017. The previous project description was as follows:

*It is anticipated that any Community Development Block Grant (CDBG) dollars awarded for this project would primarily be used for improvements to State Route Z in Boone County within existing Missouri Department of Transportation right of way. An approximately 2,030 linear foot stretch of State Route Z from the interchange of State Route Z and Interstate 70 to the proposed entrance of the new warehouse and distribution center will likely need widening. A 400 linear foot deceleration lane and overlay to the existing surface will also be needed along State Route Z. Other infrastructure improvements that will be needed as part of this project include a 1,500 linear foot natural gas line extension and an on-site drip irrigation system will be built to service the sanitary sewer needs of the new warehouse and distribution center. It is also anticipated that storm water infrastructure may be needed on site.*

*The warehouse and distribution center for retail products will be approximately 550,000-600,000 sq. ft. and will be located on an approximately 188-acre site. The only structures currently located on the 188-acre site include a vacant two-story house, a vacant one-story guest house, a shed and a garage. It is anticipated that these structures will be demolished as part of this project. Along with the warehouse and distribution center, a small office building for customer service, research, design and management positions will be located on site. Site acquisition is anticipated in early April of 2017 and construction will commence shortly thereafter. Construction is expected to be complete by mid-2018 with operations beginning in Q4 of 2018.*

The Commission is in the process of amending the original environmental review record. The Commission requests your review of the amended project to identify whether sites exist that have religious and cultural significance to the Miami Tribe of Oklahoma and to determine if project undertakings have the potential to adversely impact any identified sites. The amended project description is as follows:

Community Development Block Grant (CDBG) dollars awarded for this project will be used for construction of a right turn lane at the proposed employee entrance/exit drive off Route Z, modifications (vertical alignment adjustments) to Route Z to provided adequate sight distance, installation of a traffic signal at the I-70 off ramp to improve the level of service at that location, construction of a portion of the Clark Lane extension.

The company's new site plan has been attached for your review. It includes an additional parcel of land, which brings the total number of acres for the project site to approximately 211 acres. Two options are being considered for truck access to the company's facility. Option A involves the company's truck access coming off of Clark Lane. Option B involves truck access coming off of a third Route Z access point.

Enclosed you will find a topographic map with the proposed project site clearly identified and an aerial photo with the proposed project plan. Please provide written comments by September 8th to the following:

Daniel K. Atwill  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732

If you require more time for review of this project, or if you have questions or would like more information, please contact me at the address above, or by email at [datwill@boonecountymmo.org](mailto:datwill@boonecountymmo.org). Should any significant changes be proposed to the location and/or scope of the proposed project, you will be notified in writing prior to the initiation of any construction activities for the opportunity to review and comment on any such changes. Thank you for your interest and assistance.

Sincerely,



Daniel K. Atwill  
Boone County Presiding Commissioner

Attachments: USGS topographic map with proposed project site; aerial photo of the proposed project site.



# Boone County Commission

---

## REQUEST FOR PROPOSED PROJECT REVIEW

August 7, 2017

THPO Paul Barton  
Seneca-Cayuga Nation  
PO Box 453220  
Grove OK 74345-3220

RE: Boone County Missouri - Ascent Development Project

Dear THPO Barton,

Missouri's Boone County Commission, has submitted an application to the Missouri Department of Economic Development (MO DED) requesting Community Development Block Grant funds (CDBG) to assist with our proposed project. CDBG funds are granted to the MO DED by the US Department of Housing and Urban Development (HUD). An environmental review is required pursuant to the national Environmental Policy Act (NEPA) and HUD's environmental regulation, 24 CFR Part 58.

The Commission previously sent you a letter requesting your review of this project on February 24, 2017. The previous project description was as follows:

*It is anticipated that any Community Development Block Grant (CDBG) dollars awarded for this project would primarily be used for improvements to State Route Z in Boone County within existing Missouri Department of Transportation right of way. An approximately 2,030 linear foot stretch of State Route Z from the interchange of State Route Z and Interstate 70 to the proposed entrance of the new warehouse and distribution center will likely need widening. A 400 linear foot deceleration lane and overlay to the existing surface will also be needed along State Route Z. Other infrastructure improvements that will be needed as part of this project include a 1,500 linear foot natural gas line extension and an on-site drip irrigation system will be built to service the sanitary sewer needs of the new warehouse and distribution center. It is also anticipated that storm water infrastructure may be needed on site.*

*The warehouse and distribution center for retail products will be approximately 550,000-600,000 sq. ft. and will be located on an approximately 188-acre site. The only structures currently located on the 188-acre site include a vacant two-story house, a vacant one-story guest house, a shed and a garage. It is anticipated that these structures will be demolished as part of this project. Along with the warehouse and distribution center, a small office building for customer service, research, design and management positions will be located on site. Site acquisition is anticipated in early April of 2017 and construction will commence shortly thereafter. Construction is expected to be complete by mid-2018 with operations beginning in Q4 of 2018.*

The Commission is in the process of amending the original environmental review record. The Commission requests your review of the amended project to identify whether sites exist that have religious and cultural significance to the Seneca-Cayuga Nation and to determine if project undertakings have the potential to adversely impact any identified sites. The amended project description is as follows:

Community Development Block Grant (CDBG) dollars awarded for this project will be used for construction of a right turn lane at the proposed employee entrance/exit drive off Route Z, modifications (vertical alignment adjustments) to Route Z to provide adequate sight distance, installation of a traffic signal at the I-70 off ramp to improve the level of service at that location, construction of a portion of the Clark Lane extension.

The company's new site plan has been attached for your review. It includes an additional parcel of land, which brings the total number of acres for the project site to approximately 211 acres. Two options are being considered for truck access to the company's facility. Option A involves the company's truck access coming off of Clark Lane. Option B involves truck access coming off of a third Route Z access point.

Enclosed you will find a topographic map with the proposed project site clearly identified and an aerial photo with the proposed project plan. Please provide written comments by September 8th to the following:

Daniel K. Atwill  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732

If you require more time for review of this project, or if you have questions or would like more information, please contact me at the address above, or by email at [datwill@boonecountymmo.org](mailto:datwill@boonecountymmo.org). Should any significant changes be proposed to the location and/or scope of the proposed project, you will be notified in writing prior to the initiation of any construction activities for the opportunity to review and comment on any such changes. Thank you for your interest and assistance.

Sincerely,

  
Daniel K. Atwill  
Boone County Presiding Commissioner

Attachments: USGS topographic map with proposed project site; aerial photo of the proposed project site.

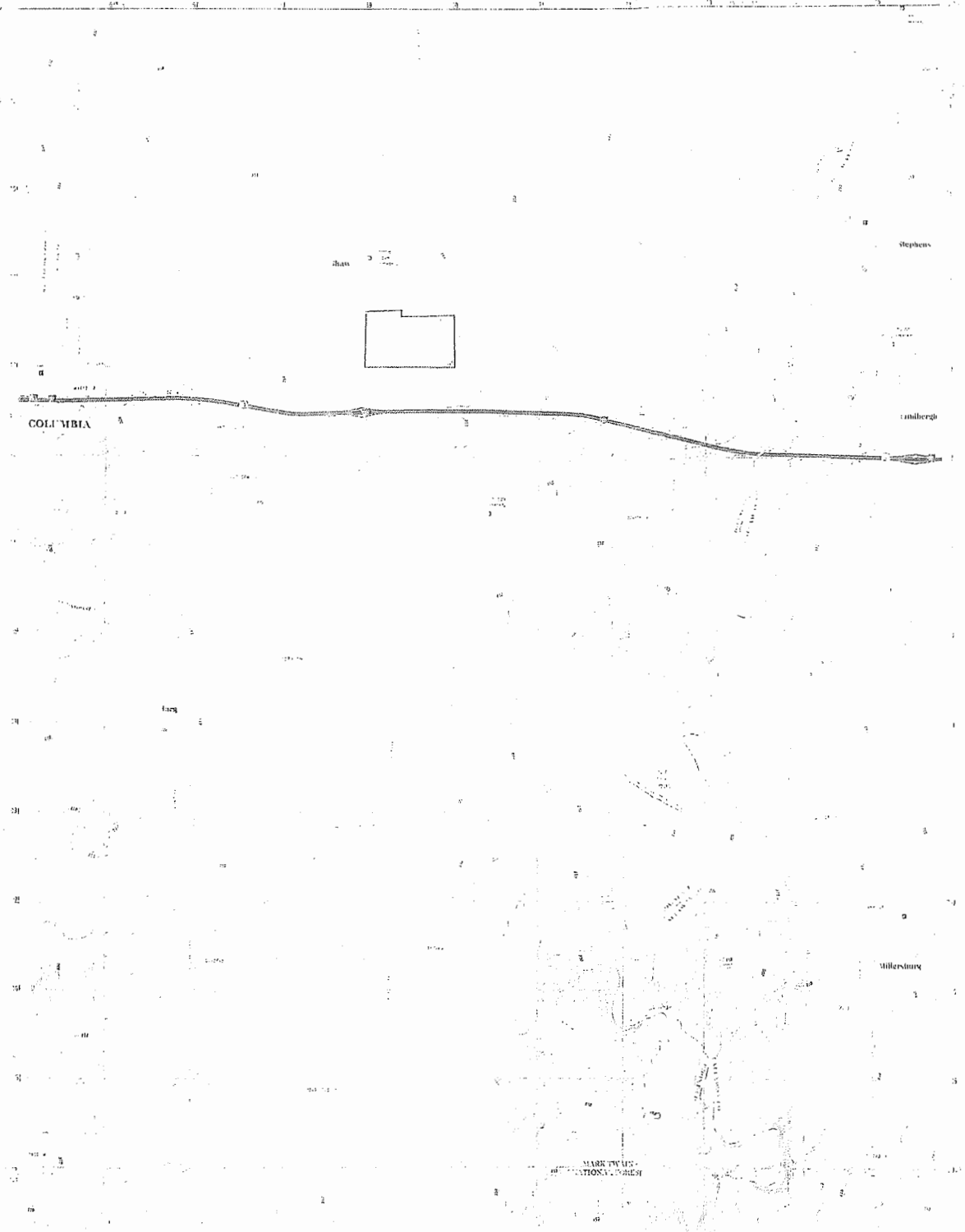


U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY

US Topo



MILLERSBURG QUADRANGLE  
MISSOURI  
1:100,000 SERIES



Produced by the Third United States Geographical Survey  
1:100,000 Scale  
Copyright © 2002

Legend

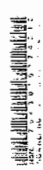
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1:500,000 Scale	8000

Scale  
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Kilometers

Scale  
0 1 2 3 4 5  
Miles



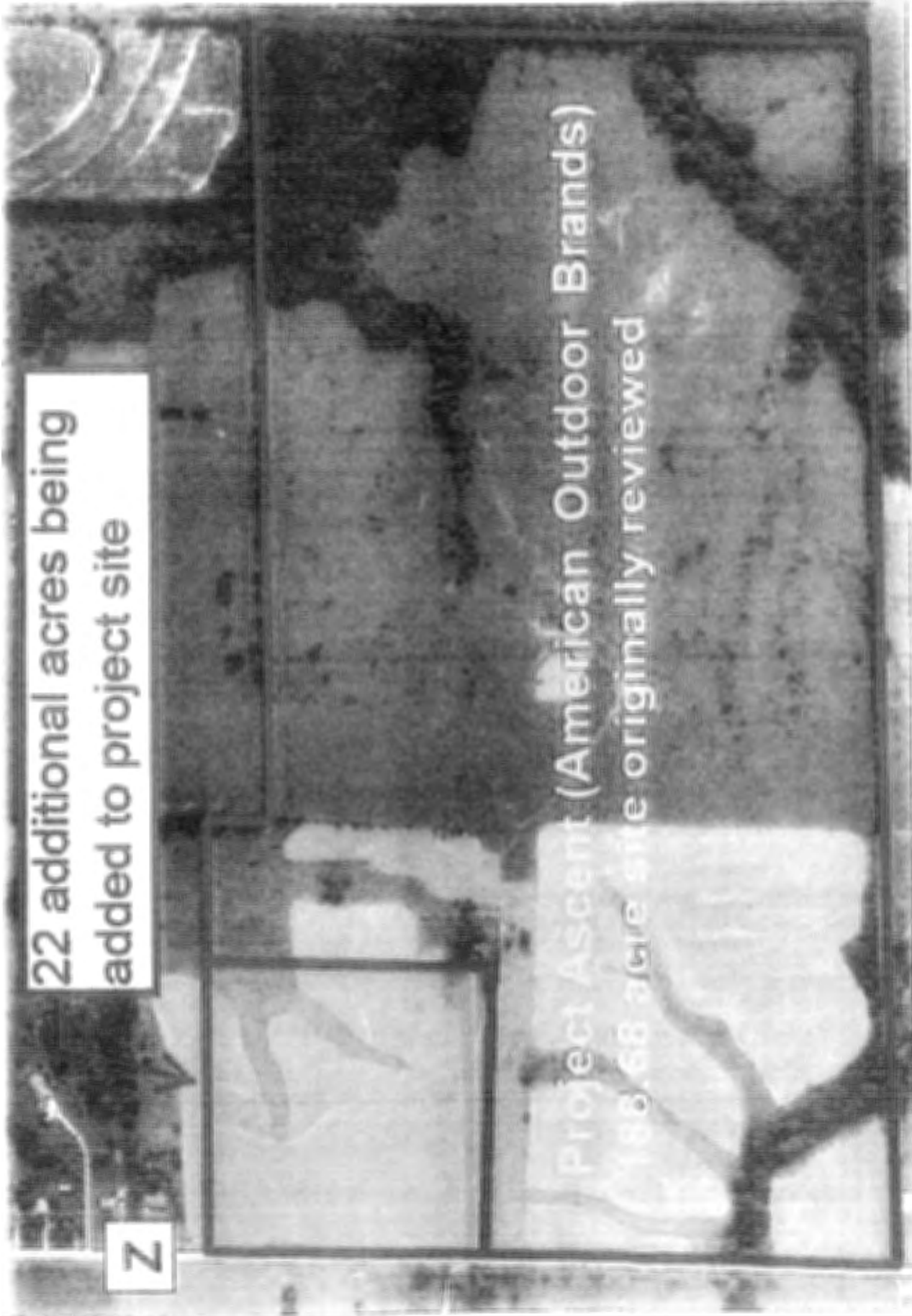
1:100,000 Scale  
1:250,000 Scale  
1:500,000 Scale



Z

22 additional acres being added to project site

Project Ascent (American Outdoor Brands)  
188.68 acre site originally reviewed





206 E. Broadway PO Box 140  
Ashland, Missouri 65010  
573-657-9779  
Fax: 573-657-2829  
www.mmrpc.org

August 9, 2017

Joshua Hundley  
U.S. Fish & Wildlife Service  
Columbia Ecological Services Field  
101 Park DeVille Drive, Suite A  
Columbia, MO 65203

RE: Boone County Missouri - Ascent Development Project

Dear Mr. Hundley,

The Boone County Commission is amending the original NEPA environmental review record regarding a funding application for the State-administered Community Development Block Grant Program (CDBG). The Commission requests your review of this proposed project amendment to determine the potential for any adverse environmental impacts on wetlands and endangered species. I have already submitted the project information to the Missouri Department of Conservation Natural Heritage Review online system and received a Level 2 report which indicates that further consultation on threatened or endangered species is needed with USFWS.

The proposed project is located at Section 6, T48N, R11W, Boone County, MO 65201. The previous project description you were asked to review was as follows:

*The proposed project involves construction of public infrastructure needed in order for private development to move forward with construction of a warehouse and distribution center for retail products and a small office building.*

*It is anticipated that any Community Development Block Grant (CDBG) dollars awarded for this project would primarily be used for improvements to State Route Z in Boone County within existing MoDOT right of way. An approximately 2,030 linear foot stretch of State Route Z from the interchange of State Route Z and Interstate 70 to the proposed entrance of the new warehouse and distribution center will likely need widening. A 400 linear foot deceleration lane and overlay to the existing surface will also be needed along State Route Z. Other infrastructure improvements that will be needed as part of this project include a 1,500 linear foot natural gas line extension and an on-site drip irrigation system will be built to service the sanitary sewer needs of the new warehouse and distribution center. It is also anticipated that storm water infrastructure may be needed on site.*



*The warehouse and distribution center for retail products will be approximately 550,000-600,000 sq. ft. and will be located on an approximately 188-acre site. The only structures currently located on the 188-acre site include a vacant two-story house, a vacant one-story guest house, a shed and a garage. It is anticipated that these structures will be demolished as part of this project. Along with the warehouse and distribution center, a small office building for customer service research, design and management positions will be located on site. Site acquisition is anticipated in early April of 2017 and construction will commence shortly thereafter. Construction is expected to be complete by mid-2018 with operations beginning in Q4 of 2018.*

The amended project description is as follows:

Community Development Block Grant (CDBG) dollars awarded for this project will be used for construction of a right turn lane at the proposed employee entrance/exit drive off Route Z, modifications (vertical alignment adjustments) to Route Z to provide adequate sight distance, installation of a traffic signal at the I-70 off ramp to improve the level of service at that location, construction of a portion of the Clark Lane extension.

The company's new site plan has been attached for your review. It includes an additional parcel of land, which brings the total number of acres for the project site to approximately 211 acres. Two options are being considered for truck access to the company's facility. Option A involves the company's truck access coming off of Clark Lane. Option B involves truck access coming off of a third Route Z access point.

Please find enclosed the following items:

- Topographic maps with the project site clearly identified
- Floodplain map for project area
- An aerial map showing the proposed project
- Wetlands map for project area
- Color photographs of the project area

Please provide written comments and/or recommendations for any mitigation measures by September 9, 2017.

Please contact me at 573-657-9779 or by e-mail at [debragriffin@midmorpc.org](mailto:debragriffin@midmorpc.org) if you have any questions or require additional information.

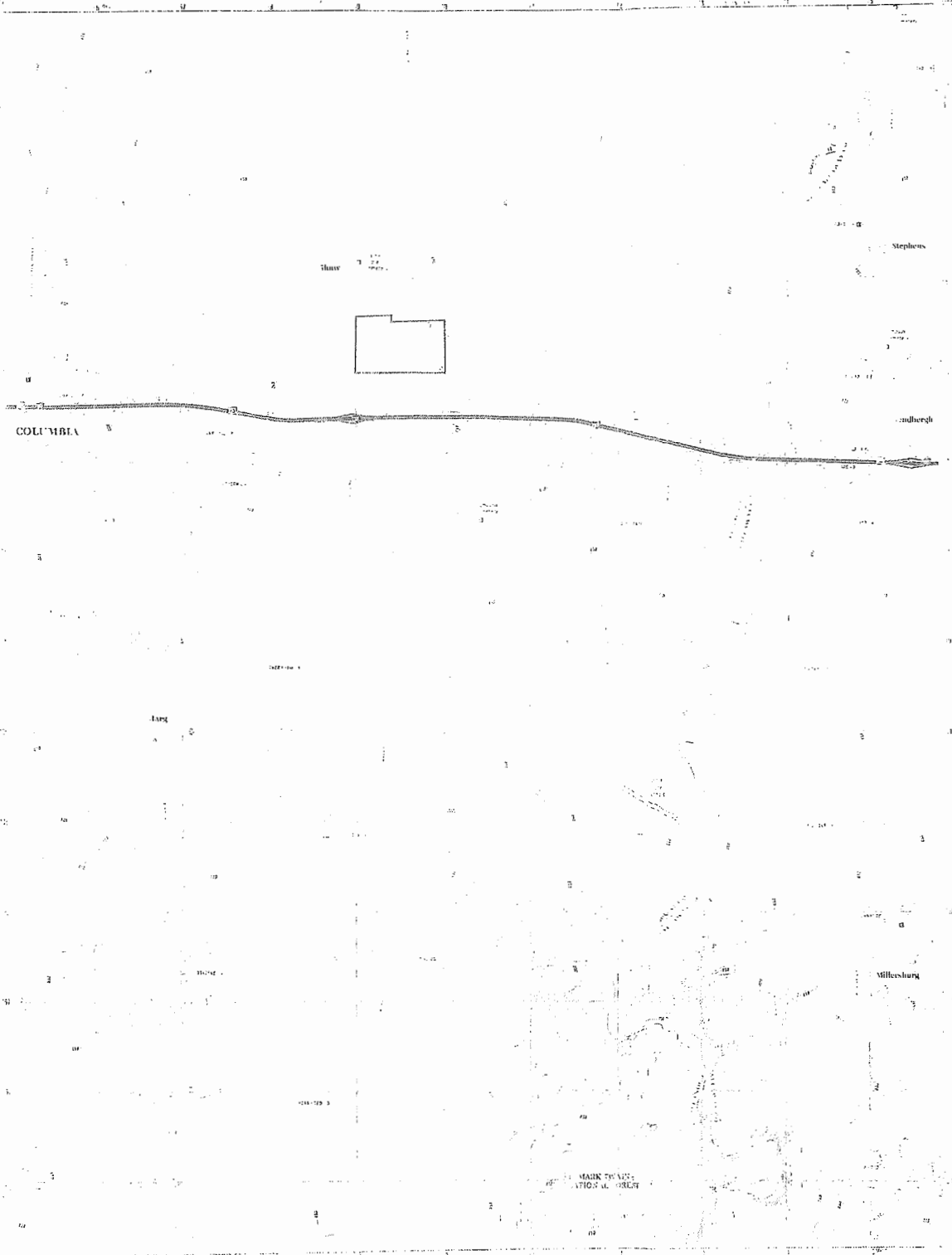
Sincerely,



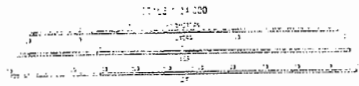
Debra Griffin  
Mid-Missouri Regional Planning Commission

cc: email to [joshua\\_hundley@fws.gov](mailto:joshua_hundley@fws.gov)

Encl.

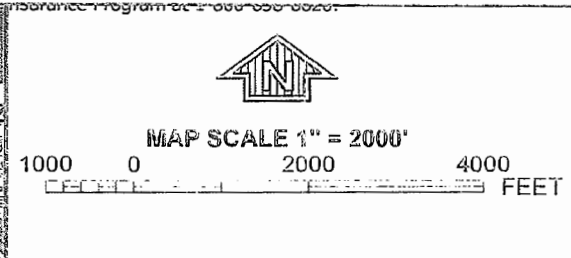
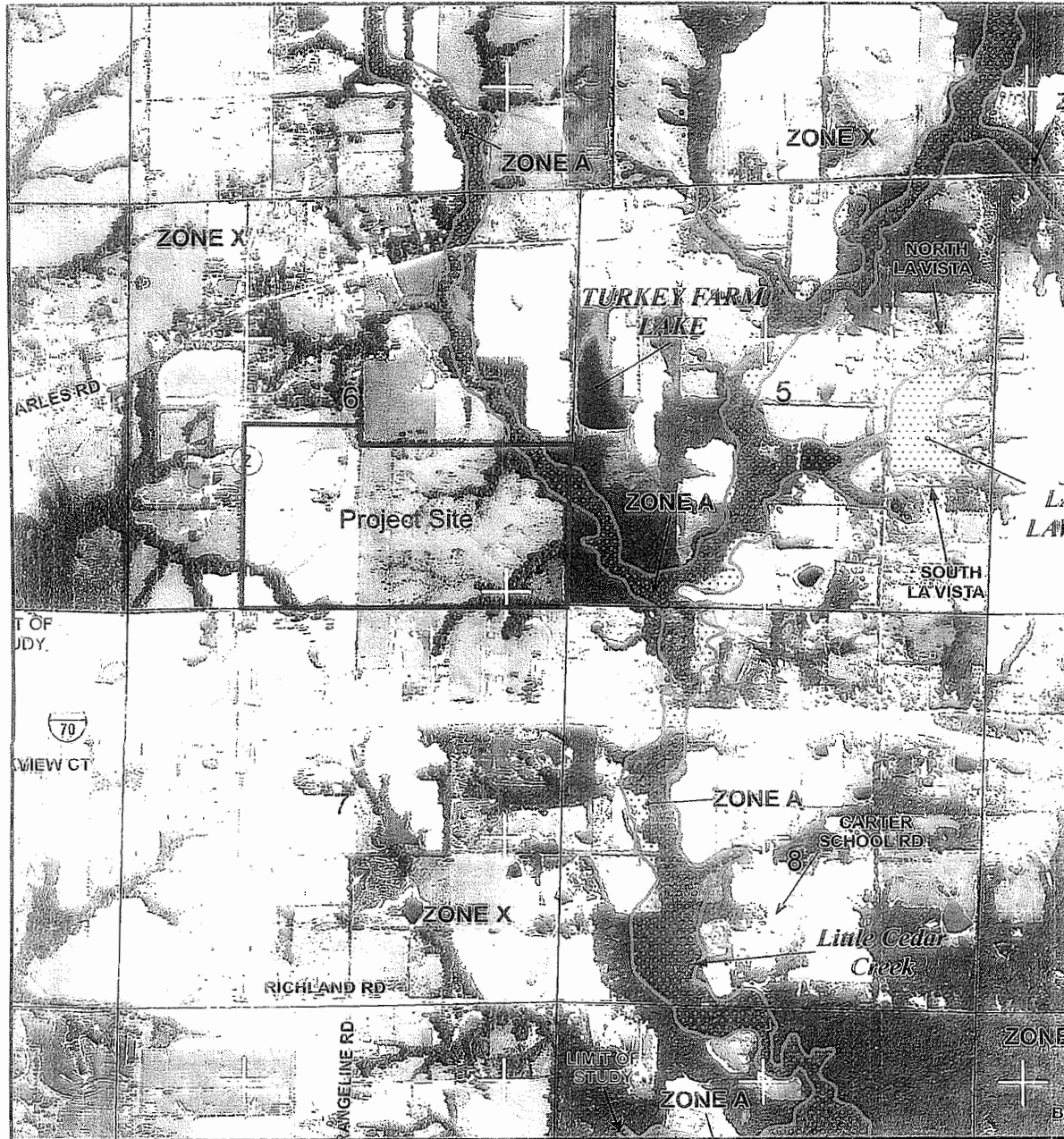


Produced by the United States Geological Survey  
Scale: 1:50,000  
Date: 1987  
Sheet: 1 of 1



MISSOURI  
MILLERSBURG  
1:50,000





PANEL 0325D

**FIRM**  
FLOOD INSURANCE RATE MAP


**BOONE COUNTY,  
MISSOURI  
AND INCORPORATED AREAS**

**PANEL 325 OF 470**  
(SEE LOCATOR DIAGRAM OR MAP INDEX  
FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BOONE COUNTY	29034	0325	0
COLUMBIA CITY OF	29035	0325	0

Index to User: The map number shown above should be used when filing map orders. The Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER**  
29019C0325D

**EFFECTIVE DATE**  
MARCH 17, 2011

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRM On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.nis.c.fema.gov](http://www.nis.c.fema.gov)

Z

22 additional acres being added to project site

Project Ascent (American Outdoor Brands)  
188.68 acre site originally reviewed

The image is a screenshot of the National Wetlands Inventory V2 web application. The interface includes a top navigation bar with the title "National Wetlands Inventory V2" and a subtitle "Surface waters and wetlands". Below the navigation bar is a legend panel with the following items:

- Wetlands
- Water
- Non-wetland water
- Non-wetland water
- Non-wetland water
- Non-wetland water
- Non-wetland water
- Non-wetland water

The main map area displays a satellite view of a landscape with various wetland features. A scale bar is visible in the bottom right corner of the map area, showing a distance of 1 mile. The interface also includes standard map navigation controls like a search bar, zoom in/out buttons, and a map style selector.



Looking north with Route Z on the left of the 22 acre field.



Facing west/northwest of the 22 acre field with Route Z in the back ground.



Facing north/northwest of the 22 acre field. Route Z power lines can be seen on the left of the photo.



206 E. Broadway PO Box 140  
Ashland, Missouri 65010  
573-657-9779  
Fax: 573-657-2829  
www.mmrpc.org

August 9, 2017

James S. Reenan  
US Army Corps of Engineers  
Missouri State Regulatory Office  
515 East High St. #102  
Jefferson City, MO 65101

RE: Boone County Missouri - Ascent Development Project

The Boone County Commission is amending the original NEPA environmental review record regarding a funding application for the State-administered Community Development Block Grant Program (CDBG) of HUD. The County Commission requests your review of this proposed project to determine the potential for any adverse environmental impacts on wetlands.

The proposed project is located at Section 6, T48N, R11W, Boone County, MO 65201. The original project description reviewed by your office was as follows:

*The proposed project involves construction of public infrastructure needed in order for private development to move forward with construction of a warehouse and distribution center for retail products and a small office building.*

*It is anticipated that any Community Development Block Grant (CDBG) dollars awarded for this project would primarily be used for improvements to State Route Z in Boone County within existing MoDOT right of way. An approximately 2,030 linear foot stretch of State Route Z from the interchange of State Route Z and Interstate 70 to the proposed entrance of the new warehouse and distribution center will likely need widening. A 400 linear foot deceleration lane and overlay to the existing surface will also be needed along State Route Z. Other infrastructure improvements that will be needed as part of this project include a 1,500 linear foot natural gas line extension and an on-site drip irrigation system will be built to service the sanitary sewer needs of the new warehouse and distribution center. It is also anticipated that storm water infrastructure may be needed on site.*

*The warehouse and distribution center for retail products will be approximately 550,000-600,000 sq. ft. and will be located on an approximately 188-acre site. The only structures currently located on the 188-acre site include a vacant two-story house, a vacant one-story guest house, a shed and a garage. It is anticipated that these structures will be demolished as part of this project. Along with the warehouse and distribution center a small office building for customer service, research, design and management positions will be located on site. Site acquisition is anticipated in early April of 2017 and construction will commence shortly thereafter. Construction is expected to be complete by mid-2018 with operations beginning in Q4 of 2018.*



The new project description you are being asked to review is as follows:

Community Development Block Grant (CDBG) dollars awarded for this project will be used for construction of a right turn lane at the proposed employee entrance/exit drive off Route Z, modifications (vertical alignment adjustments) to Route Z to provide adequate sight distance, installation of a traffic signal at the I-70 off ramp to improve the level of service at that location, construction of a portion of the Clark Lane extension.

The company's new site plan has been attached for your review. It includes an additional parcel of land, which brings the total number of acres for the project site to approximately 211 acres. Two options are being considered for truck access to the company's facility. Option A involves the company's truck access coming off of Clark Lane. Option B involves truck access coming off of a third Route Z access point.

Please find enclosed the following items:

- Topographic maps with the project site clearly identified
- An aerial map showing the proposed project
- Wetlands map
- Color photographs of the project area

Please provide written comments and/or recommendations for any mitigation measures by September 9, 2017. Please contact me at 573-657-9779 or by e-mail at [debragriffin@midmorpc.org](mailto:debragriffin@midmorpc.org) if you have any questions or require additional information.

Sincerely,



Debra Griffin  
Mid-Missouri Regional Planning Commission

Encl.



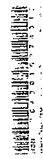
Produced by the United States Geological Survey  
in cooperation with the Missouri Department of Transportation  
This map is a reproduction of a map published by the United States Geological Survey in 1962. It is based on the original map and has been updated to reflect changes in the area. The map is intended for use as a reference and is not intended to be used for navigation or other purposes.

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22 additional acres being added to project site

Project Ascent (American Outdoor Brands)  
188.68 acre site originally reviewed

### National Veterans Inventory - V2 surface entries and extracts

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- MAP 141283 1**
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1982, 1985, 1988

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Looking north with Route Z on the left of the 22 acre field.



Facing west/northwest of the 22 acre field with Route Z in the back ground.



Facing north/northwest of the 22 acre field. Route Z power lines can be seen on the left of the photo.



206 E. Broadway PO Box 140  
Ashland, Missouri 65010  
573-657-9779  
Fax: 573-657-2829  
www.mmrpc.org

August 23, 2017

Scott Larsen  
USDA-NRCS  
Area Resource Soil Scientist  
Palmyra Area Office  
6465 Highway 168, Suite C  
Palmyra, MO 63461-3023

RE: Project Ascent - Road Improvements for Improved Access to Proposed American Outdoor Brands Warehouse and Distribution Center, Boone County, MO.

Boone County is amending the NEPA environmental review regarding road improvements to improve access to the proposed American Outdoor Brands Warehouse and Distribution Center along Route Z in Boone County. Boone County has been awarded funding for the project through the State-administered Community Development Block Grant Program (CDBG) of HUD. Boone County requests that you review the amended project as described below.

The following is an overview of the project as amended. **The portion of the amended project that is anticipated to have the most impact on your review of farmland conversion is bolded.**

The proposed project is located at T48N, R11W, Section 6, (Latitude: 38.965847, Longitude: -92.197293), Boone County, MO, 65202.

Community Development Block Grant (CDBG) dollars awarded for this project will be used to make sight distance improvements along a 2,030 linear foot stretch of Route Z within existing MoDOT right of way from the interchange of Route Z and Interstate 70 to the proposed entrances of the new warehouse and distribution center. A turn lane will be added at the employee entrance of the new facility and signalization will be added at the intersection of Route Z and Interstate 70. A new 900 linear foot stretch of Clark Lane will also be built on the southern edge of the project site.

**The original site plan called for a 550,000-600,000 sq. ft. warehouse and distribution center to be built on a 188.68 acre site. The amended site plan calls for an additional 22.13 acre parcel to be purchased and included as part of the project. In total, American Outdoor Brands will now own 210.81 acres. The proposed building on site is extremely similar to what you reviewed previously; however, it has been moved to the northern and western edges of the 210.81 acres. The result is that only approximately 109.36 acres will be developed at this time. This will leave 101.45 acres currently undeveloped at this time.**

Please find enclosed amended versions of Form AD-1006, site plan and farmland class map. If you need

any further information, please contact me at the Mid-Missouri Regional Planning Commission. We appreciate your assistance.

Sincerely,

A handwritten signature in black ink that reads "David Bock". The signature is written in a cursive style with a large, prominent initial "D".

David Bock  
Community & Economic Development Planner  
Mid-Missouri Regional Planning Commission

Enclosures



U.S. Department of Agriculture  
**FARMLAND CONVERSION IMPACT RATING**

<b>PART I</b> (To be completed by Federal Agency)		Date Of Land Evaluation Request <b>August 23, 2017</b>				
Name of Project <b>Project Ascent</b>		Federal Agency Involved <b>HUD (CDBG)</b>				
Proposed Land Use <b>M-L Light Industrial</b>		County and State <b>Boone County, Missouri</b>				
<b>PART II</b> (To be completed by NRCS)		Date Request Received By NRCS		Person Completing Form:		
Does the site contain Prime, Unique, Statewide or Local Important Farmland? (If no, the FPPA does not apply - do not complete additional parts of this form)		YES <input type="checkbox"/>	NO <input type="checkbox"/>	Acres Irrigated	Average Farm Size	
Major Crop(s)	Farmable Land In Govt. Jurisdiction Acres:            %	Amount of Farmland As Defined in FPPA Acres:            %				
Name of Land Evaluation System Used	Name of State or Local Site Assessment System	Date Land Evaluation Returned by NRCS				
<b>PART III</b> (To be completed by Federal Agency)		Alternative Site Rating				
		Site A	Site B	Site C	Site D	
A. Total Acres To Be Converted Directly		109.36				
B. Total Acres To Be Converted Indirectly		0				
C. Total Acres In Site		210.81				
<b>PART IV</b> (To be completed by NRCS) Land Evaluation Information						
A. Total Acres Prime And Unique Farmland						
B. Total Acres Statewide Important or Local Important Farmland						
C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted						
D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value						
<b>PART V</b> (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland To Be Converted (Scale of 0 to 100 Points)						
<b>PART VI</b> (To be completed by Federal Agency) Site Assessment Criteria (Criteria are explained in 7 CFR 658.5 b. For Corridor project use form NRCS-CPA-106)		Maximum Points	Site A	Site B	Site C	Site D
1. Area In Non-urban Use		(15)				
2. Perimeter In Non-urban Use		(10)				
3. Percent Of Site Being Farmed		(20)				
4. Protection Provided By State and Local Government		(20)				
5. Distance From Urban Built-up Area		(15)				
6. Distance To Urban Support Services		(15)				
7. Size Of Present Farm Unit Compared To Average		(10)				
8. Creation Of Non-farmable Farmland		(10)				
9. Availability Of Farm Support Services		(5)				
10. On-Farm Investments		(20)				
11. Effects Of Conversion On Farm Support Services		(10)				
12. Compatibility With Existing Agricultural Use		(10)				
TOTAL SITE ASSESSMENT POINTS		160	0	0	0	0
<b>PART VII</b> (To be completed by Federal Agency)						
Relative Value Of Farmland (From Part V)		100	0	0	0	0
Total Site Assessment (From Part VI above or local site assessment)		160	0	0	0	0
<b>TOTAL POINTS (Total of above 2 lines)</b>		260	0	0	0	0
Site Selected:	Date Of Selection	Was A Local Site Assessment Used? YES <input type="checkbox"/> NO <input type="checkbox"/>				
Reason For Selection:						
Name of Federal agency representative completing this form:					Date:	

(See Instructions on reverse side)

Form AD-1006 (03-02)

## STEPS IN THE PROCESSING THE FARMLAND AND CONVERSION IMPACT RATING FORM

- Step 1 - Federal agencies (or Federally funded projects) involved in proposed projects that may convert farmland, as defined in the Farmland Protection Policy Act (FPPA) to nonagricultural uses, will initially complete Parts I and III of the form. For Corridor type projects, the Federal agency shall use form NRCS-CPA-106 in place of form AD-1006. The Land Evaluation and Site Assessment (LESA) process may also be accessed by visiting the FPPA website. <http://www.nrcs.usda.gov/fppa>
- Step 2 - Originator (Federal Agency) will send one original copy of the form together with appropriate scaled maps indicating location(s) of project site(s), to the Natural Resources Conservation Service (NRCS) local Field Office or USDA Service Center and retain a copy for their files. (NRCS has offices in most counties in the U.S. The USDA Office Information Locator may be found at [http://www.usda.gov/office\\_locator](http://www.usda.gov/office_locator) or the offices can usually be found in the Phone Book under U.S. Government, Department of Agriculture. A list of field offices is available from the NRCS State Conservationist and State Office in each State.)
- Step 3 - NRCS will, within 10 working days after receipt of the completed form, make a determination as to whether the site(s) of the proposed project contains prime, unique, statewide or local important farmland. (When a site visit or land evaluation system design is needed, NRCS will respond within 30 working days.)
- Step 4 - For sites where farmland covered by the FPPA will be converted by the proposed project, NRCS will complete Parts II, IV and V of the form.
- Step 5 - NRCS will return the original copy of the form to the Federal agency involved in the project, and retain a file copy for NRCS records.
- Step 6 - The Federal agency involved in the proposed project will complete Parts VI and VII of the form and return the form with the final selected site to the servicing NRCS office.
- Step 7 - The Federal agency providing financial or technical assistance to the proposed project will make a determination as to whether the proposed conversion is consistent with the FPPA.

## INSTRUCTIONS FOR COMPLETING THE FARMLAND CONVERSION IMPACT RATING FORM

*(For Federal Agency)*

**Part I:** When completing the "County and State" questions, list all the local governments that are responsible for local land use controls where site(s) are to be evaluated.

**Part III:** When completing item B (Total Acres To Be Converted Indirectly), include the following:

1. Acres not being directly converted but that would no longer be capable of being farmed after the conversion, because the conversion would restrict access to them or other major change in the ability to use the land for agriculture.
2. Acres planned to receive services from an infrastructure project as indicated in the project justification (e.g. highways, utilities planned build out capacity) that will cause a direct conversion.

**Part VI:** Do not complete Part VI using the standard format if a State or Local site assessment is used. With local and NRCS assistance, use the local Land Evaluation and Site Assessment (LESA).

1. Assign the maximum points for each site assessment criterion as shown in § 658.5(b) of CFR. In cases of corridor-type project such as transportation, power line and flood control, criteria #5 and #6 will not apply and will, be weighted zero, however, criterion #8 will be weighed a maximum of 25 points and criterion #11 a maximum of 25 points.
2. Federal agencies may assign relative weights among the 12 site assessment criteria other than those shown on the FPPA rule after submitting individual agency FPPA policy for review and comment to NRCS. In all cases where other weights are assigned, relative adjustments must be made to maintain the maximum total points at 160. For project sites where the total points equal or exceed 160, consider alternative actions, as appropriate, that could reduce adverse impacts (e.g. Alternative Sites, Modifications or Mitigation).

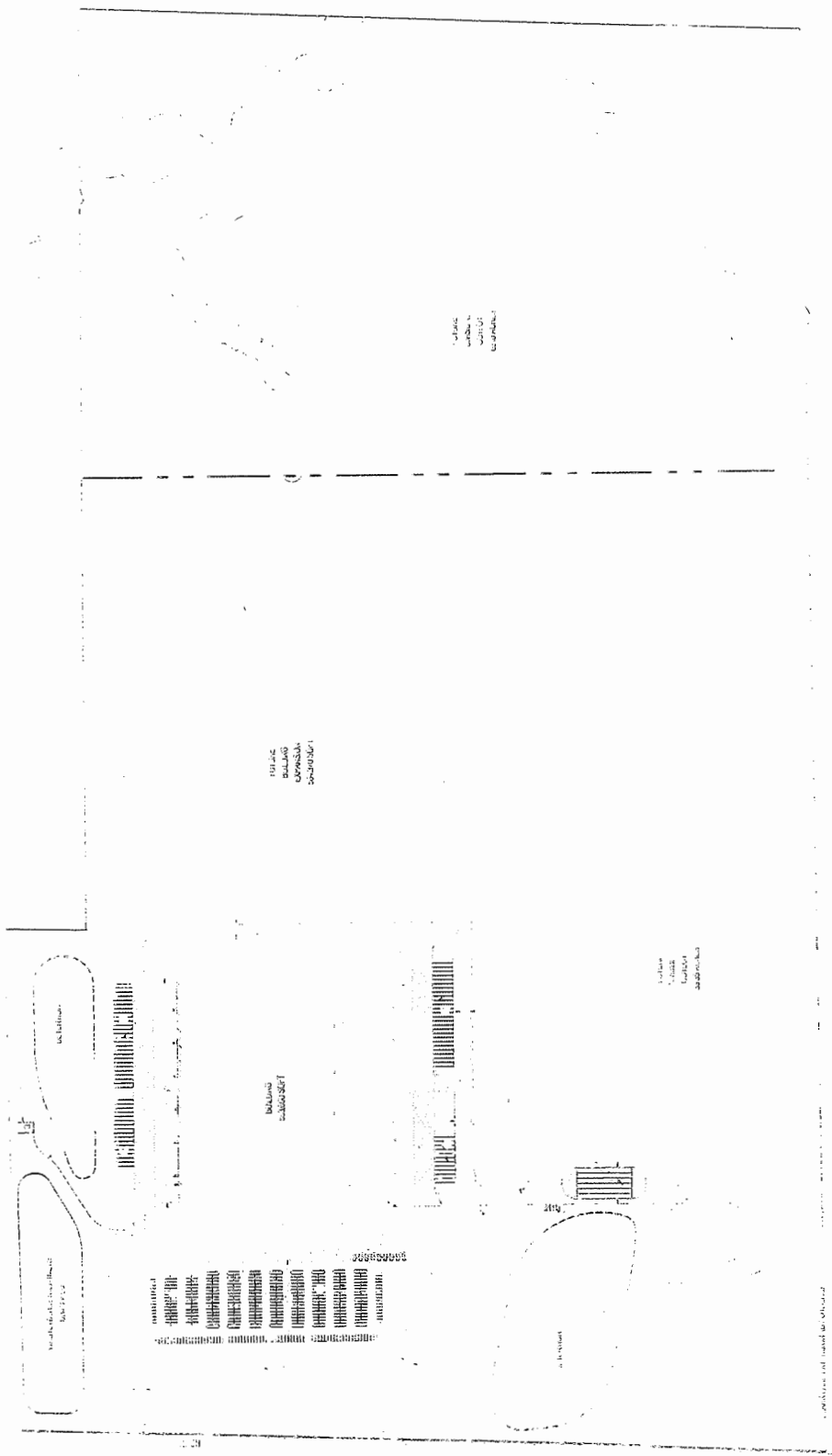
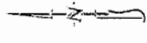
**Part VII:** In computing the "Total Site Assessment Points" where a State or local site assessment is used and the total maximum number of points is other than 160, convert the site assessment points to a base of 160.

Example: if the Site Assessment maximum is 200 points, and the alternative Site "A" is rated 180 points:

$$\frac{\text{Total points assigned Site A}}{\text{Maximum points possible}} = \frac{180}{200} \times 160 = 144 \text{ points for Site A}$$

For assistance in completing this form or FPPA process, contact the local NRCS Field Office or USDA Service Center.

NRCS employees, consult the FPPA Manual and/or policy for additional instructions to complete the AD-1006 form.



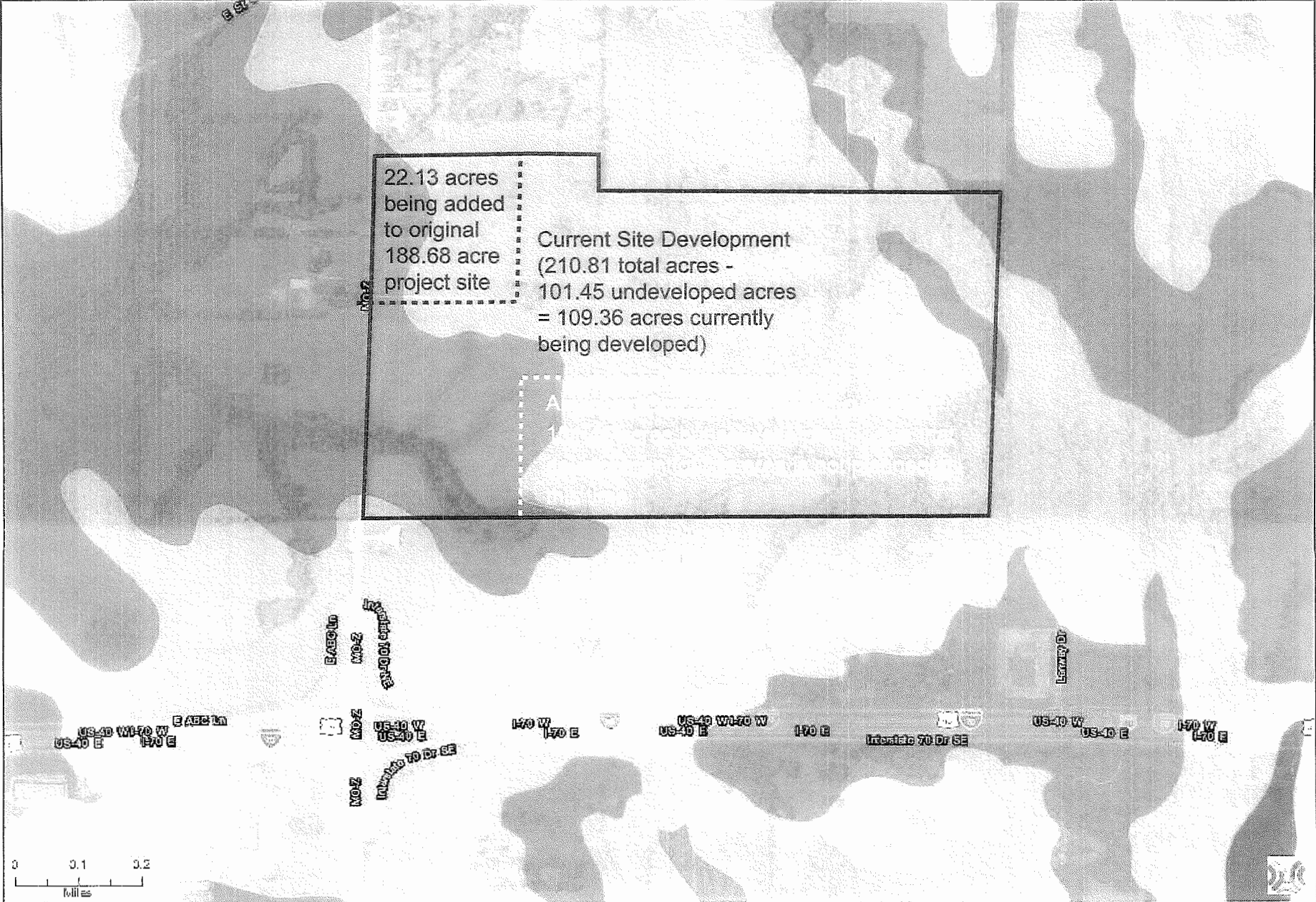
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# Project Ascent Farmland Map



## Map Legend

### Farmland Class by Map Unit, NRCS 2016

-  Prime Farmland
-  Prime Farmland if Drained
-  Prime Farmland if Irrigated
-  Prime Farmland with Limitations
-  Farmland of Statewide or Local Importance
-  Farmland of Statewide Importance with Limitations
-  Farmland of Unique Importance
-  Not Prime Farmland
-  Not Rated

## **Appendix 2: Responses to Project Amendment Notification**

# CULTURAL RESOURCE ASSESSMENT

## Section 106 Review

CONTACT PERSON/ADDRESS

C:

Debra Griffin  
Mid-Missouri Regional Planning Commission  
206 East Broadway  
Ashland, Missouri 65010

Kaitlyn Thomas, DED  
Paul Mohr, HUD

PROJECT:

Boone County Proposed Development at T48N, R11W, S6 -- Amendment for additional 22.13 acres

FEDERAL AGENCY

COUNTY:

CDBG

BOONE

The State Historic Preservation Office has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:

After review of initial submission, the project area has a low potential for the occurrence of cultural resources. A cultural resource survey, therefore, is not warranted.

Adequate documentation has been provided (36 CFR Section 800.11). There will be "no historic properties affected" by the current project.

An adequate cultural resource survey of the project area has been previously conducted. It has been determined that for the proposed undertaking there will be "no historic properties affected".

For the above checked reason, the State Historic Preservation Office has no objection to the initiation of project activities. PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK ARE CHANGED, A BORROW AREA IS INCLUDED IN THE PROJECT, OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, APPROPRIATE INFORMATION MUST BE PROVIDED TO THIS OFFICE FOR FURTHER REVIEW AND COMMENT. Please retain this documentation as evidence of compliance with Section 106 of the National Historic Preservation Act, as amended.

By: *Toni M. Prawl*

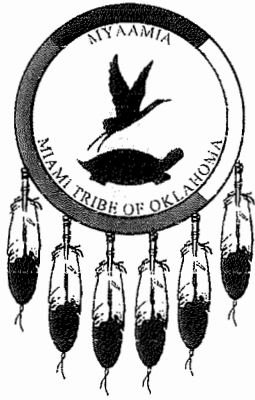
August 10, 2017

Toni M. Prawl, Ph.D., Deputy State Historic Preservation Officer

Date

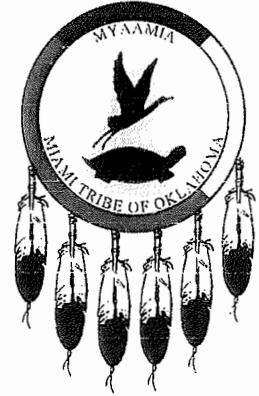
MISSOURI DEPARTMENT OF NATURAL RESOURCES  
STATE HISTORIC PRESERVATION OFFICE  
P.O. Box 176, Jefferson City, Missouri 65102

For additional information, please contact Judith Deel, (573) 751-7862. Please be sure to refer to the project number:  
029-BO-17



# Miami Tribe of Oklahoma

3410 P St. NW, Miami, OK 74354 • P.O. Box 1326, Miami, OK 74355  
Ph: (918) 541-1300 • Fax: (918) 542-7260  
[www.miamination.com](http://www.miamination.com)



August 21, 2017

Daniel K. Atwill  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732

Re: Ascent Development Project – Comments of the Miami Tribe of Oklahoma

Dear Mr. Atwill:

Aya, kikwehsitoole – I show you respect. My name is Diane Hunter, and I am the Tribal Historic Preservation Officer for the Federally Recognized Miami Tribe of Oklahoma. In this capacity, I am the Miami Tribe's point of contact for all Section 106 issues.

The Miami Tribe offers no objection to the modifications to the above-mentioned project; however, as this site is within the aboriginal homelands of the Miami Tribe, if any human remains or Native American cultural items falling under the Native American Graves Protection and Repatriation Act (NAGPRA) or archaeological evidence is discovered during any phase of this project, the Miami Tribe requests immediate consultation with the entity of jurisdiction for the location of discovery. In such a case, please contact me at 918-541-8966 or by email at [dhunter@miamination.com](mailto:dhunter@miamination.com) to initiate consultation.

The Miami Tribe requests to continue to serve as a consulting party to the proposed project. In my capacity as Tribal Historic Preservation Officer I am the point of contact for consultation.

Respectfully,

*Diane Hunter*

Diane Hunter  
Tribal Historic Preservation Officer  
Miami Tribe of Oklahoma



## David Bock

---

**From:** Debra Griffin [debragriffin@midmorpc.org]  
**Sent:** Tuesday, August 29, 2017 1:02 PM  
**To:** David Bock  
**Subject:** Fwd: Ascent Development Project Additional Parcel

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

**From:** Hundley, Joshua <joshua\_hundley@fws.gov>  
**Date:** Tue, Aug 29, 2017 at 10:13 AM  
**Subject:** Ascent Development Project Additional Parcel  
**To:** Debra Griffin <debragriffin@midmorpc.org>

Dear Ms. Griffin,

The U.S. Fish and Wildlife Service (Service) has reviewed the information provided in your August 9, 2017 letter regarding the proposed Additional Parcel for the Project Ascent Development in Boone County, Missouri. The Service offers the following comments pursuant to the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.), National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347), and the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1544).

Our data indicate that Federally listed species, proposed species, candidate species, and designated and proposed critical habitat are not likely to be impacted by the proposed project action. With respect to wetlands and other important fish and wildlife habitat, it appears that the proposed action will not significantly impact these resources. If project plans change or portions of the proposed project were not evaluated, it is our recommendation that the changes be submitted for our review.

Thank you for your interest in the conservation of threatened and endangered species.

Josh Hundley  
Fish and Wildlife Biologist  
U.S. Fish and Wildlife Service  
Missouri Ecological Services Field Office  
101 Park DeVille Drive, Suite A  
Columbia, MO 65203-0057  
573-234-2132 ext 176 (office)

--

*Debra Griffin*  
Mid-Missouri Regional Planning Commission  
Phone (573) 657-9779  
www.midmorpc.org



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**Boone County Missouri - Ascent Development Project**

Message

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Reenan, James S CIV USARMY CEMWK (US) <James.S.Reenan@usaca.army.mil>


Mon, Aug 14, 2017 at  
10:42 AM

To: Debra Griffin <debragriffin@midmorpc.org>

Debra:

This email is in response to your letter, dated 9 August 2017, on behalf of Boone County Commission. You asked our office for a review of the proposed project to determine the potential for any adverse environmental impacts to wetlands on a 22-acre east of Route Z. I have attached a list of environmental consultants for your convenience. At this time it does not appear to our office that any wetlands are present on the 22 acre site you reference in your letter, however, we can not give you anything formal without an approved wetland delineation for the site. They should be able to assist you in any wetland delineation questions you may have. Thanks,

James

 **Consultant List.pdf**  
42K



## Missouri Department of Conservation

Missouri Department of Conservation's Mission is to protect and manage the forest, fish, and wildlife resources of the state and to facilitate and provide opportunities for all citizens to use, enjoy and learn about these resources.

### **Natural Heritage Review Level Three Report: Species Listed Under the Federal Endangered Species Act**

There are records for species listed under the Federal Endangered Species Act, and possibly also records for species listed Endangered by the state, or Missouri Species and/or Natural Communities of Conservation Concern within or near the the defined Project Area. Please contact the U.S. Fish and Wildlife Service and the Missouri Department of Conservation for further coordination.

**Foreword:** Thank you for accessing the Missouri Natural Heritage Review Website developed by the Missouri Department of Conservation with assistance from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Missouri Department of Transportation and NatureServe. The purpose of this website is to provide information to federal, state and local agencies, organizations, municipalities, corporations and consultants regarding sensitive fish, wildlife, plants, natural communities and habitats to assist in planning, designing and permitting stages of projects.

#### **PROJECT INFORMATION**

**Project Name and ID Number:** AOB Amended Parcel #3239

**User Project Number:** 22 Acres

**Project Description:** T48N, R11W,S6,38.967982, -92.201661 Boone County. The proposed project involves construction of public infrastructure needed in order for private development to move forward with construction of a warehouse and distribution center for retail products and a small office building.

**Project Type:** Residential, Commercial and Governmental Building Development

**Contact Person:** Debra Griffin

**Contact Information:** [debragriffin@midmorpc.org](mailto:debragriffin@midmorpc.org) or 573.657.9779

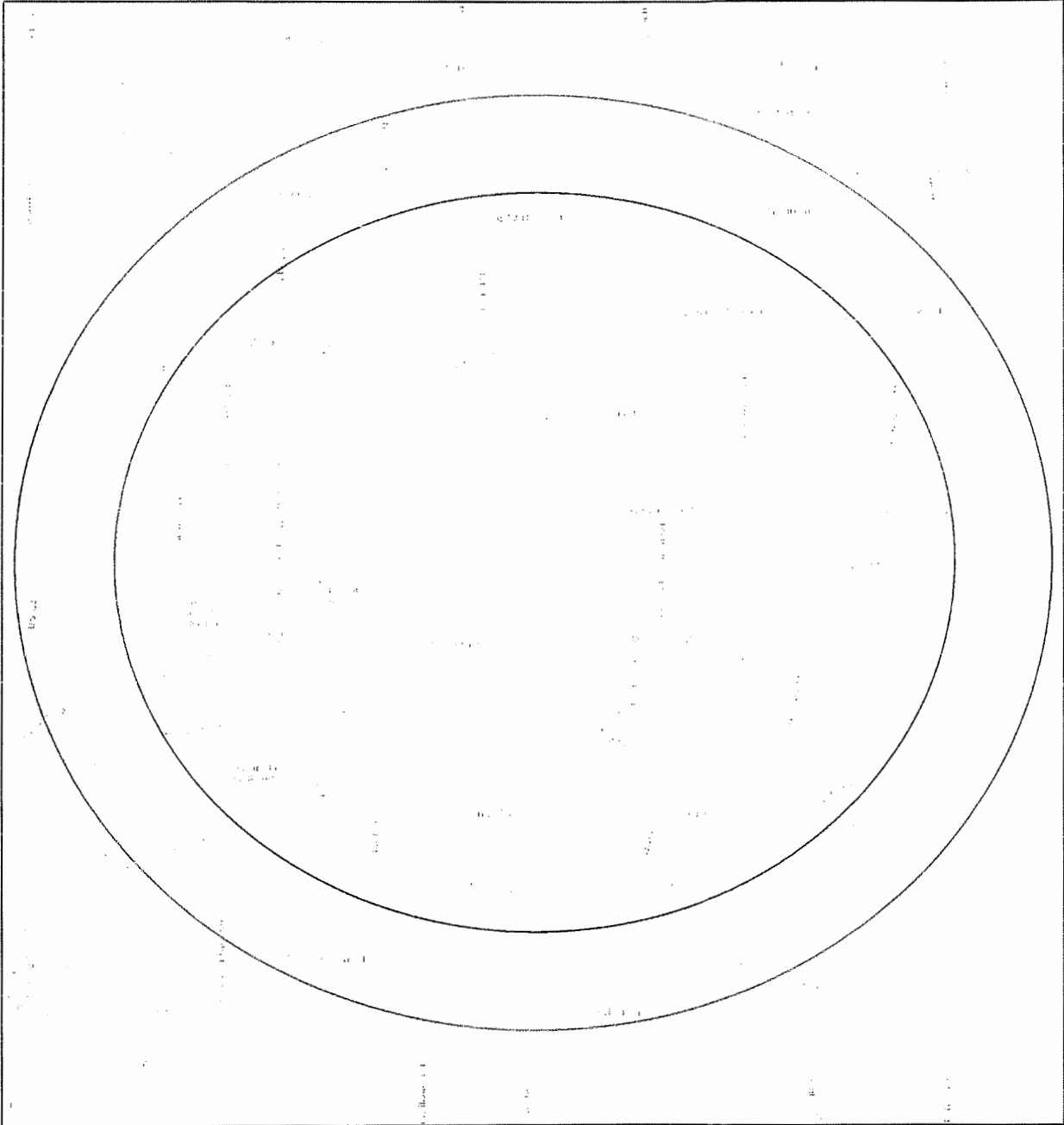
**Disclaimer:** The NATURAL HERITAGE REVIEW REPORT produced by this website identifies if a species tracked by the Natural Heritage Program is known to occur within or near the area submitted for your project, and shares suggested recommendations on ways to avoid or minimize project impacts to sensitive species or special habitats. If an occurrence record is present, or the proposed project might affect federally listed species, the user must contact the Department of Conservation or U.S. Fish and Wildlife Service for more information. The Natural Heritage Program tracks occurrences of sensitive species and natural communities where the species or natural community has been found. Lack of an occurrence record does not mean that a sensitive plant, animal or natural community is not present on or near the project area. Depending on the project, current habitat conditions, and geographic location in the state, surveys may be necessary. Additionally, because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, Reports include information about records near but not necessarily on the project site.

The Natural Heritage Report is not a site clearance letter for the project. It provides an indication of whether or not public lands and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from the Natural Heritage Program into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive fish, forest and wildlife resources. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information, and species' biological characteristics would additionally ensure that Missouri Species of Conservation Concern are appropriately identified and addressed in planning efforts.

**U.S. Fish and Wildlife Service – Endangered Species Act (ESA) Coordination:** Lack of a Natural Heritage Program occurrence record for federally listed species in your project area does not mean the species is not present, as the area may never have been surveyed. Presence of a Natural Heritage Program occurrence record does not mean the project will result in negative impacts. The information within this report is not intended to replace Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) for listed species. Direct contact with the USFWS may be necessary to complete consultation and it is required for actions with a federal connection, such as federal funding or a federal permit; direct contact is also required if ESA concurrence is necessary. Visit the USFWS Information for Planning and Conservation (IPaC) website at <https://ecos.fws.gov/ipac/> for further information. This site was developed to help streamline the USFWS environmental review process and is a first step in ESA coordination. The Columbia Missouri Ecological Field Services Office may be reached at 573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203.

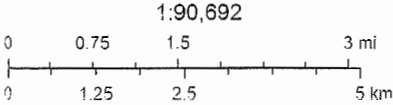
**Transportation Projects:** If the project involves the use of Federal Highway Administration transportation funds, these recommendations may not fulfill all contract requirements. Please contact the Missouri Department of Transportation at 573-526-4778 or [www.modot.mo.gov/ehp/index.htm](http://www.modot.mo.gov/ehp/index.htm) for additional information on recommendations.

# AOB Amended Parcel



September 5, 2017

- Project Boundary
- Buffered Project Boundary



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

## Species or Communities of Conservation Concern within the Area:

There are records for species listed under the Federal Endangered Species Act, and possibly also records for species listed Endangered by the state, or Missouri Species and/or Natural Communities of Conservation Concern within or near the the defined Project Area. Please contact the U.S. Fish and Wildlife Service and the Missouri Department of Conservation for further coordination.

MDC Natural Heritage Review  
Resource Science Division  
P.O. Box 180  
Jefferson City, MO  
65102-0180  
Phone: 573-522-4115 ext. 3182  
[NaturalHeritageReview@mdc.mo.gov](mailto:NaturalHeritageReview@mdc.mo.gov)

U.S. Fish and Wildlife Service  
Ecological Service  
101 Park Deville Drive  
Suite A  
Columbia, MO  
65203-0007  
Phone: 573-234-2132

## Other Special Search Results:

The project occurs on or near public land, AMERICAN LEGION PARK ARCHERY RANGE, COLUMBIA (LAKE OF THE WOODS), LITTLE DIXIE LAKE CA, UNIV OF MO (TURKEY FARM LAKE), please contact MDC.

## Project Type Recommendations:

**New construction, maintenance and remodeling, including government, commercial and residential buildings and other structures.** Fish, forest, and wildlife impacts can be avoided by siting projects in locations that have already been disturbed or previously developed, where and when feasible, and by avoiding alteration of areas providing existing habitat, such as wetlands, streams, forest, native grassland, etc. The project should be managed to minimize erosion and sedimentation/runoff to nearby wetlands, streams and lakes, including adherence to any "Clean Water Act Permit" conditions. Project design should include stormwater management elements that assure storm discharge rates to streams for heavy rain events will not increase from present levels. Revegetate areas in which the natural cover is disturbed to minimize erosion using native plant species compatible with the local landscape and wildlife needs. Annual ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crownvetch and sericea lespedeza. Pollutants, including sediment, can have significant impacts far downstream. Use silt fences and/or vegetative filter strips to buffer streams and drainages, and monitor the site after rain events and until a well-rooted ground cover is reestablished.

## Project Location and/or Species Recommendations:

**Endangered Species Act Coordination - Indiana bats (*Myotis sodalis*, federal- and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) may occur near the project area. Both of these species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in wooded areas, often riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats or Northern long-eared bats, especially from September to April. **If any trees need to be removed for your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.****

The project location submitted and evaluated is within the range of the Gray Myotis (i.e., Gray Bat) in Missouri. Depending on habitat conditions of your project's location, Gray Myotis (*Myotis grisescens*, federal and state-listed endangered) could occur within the project area, as they forage over streams, rivers, lakes, and reservoirs. Avoid entry or disturbance of any cave inhabited by Gray Myotis and when possible retain forest vegetation along the stream and from the cave opening to the stream. See <http://mdc.mo.gov/104> for best management recommendations.

**Invasive exotic species** are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment. Please inspect and clean equipment thoroughly before moving between project sites. See <http://mdc.mo.gov/9633> for more information.

- Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
- When possible, wash and rinse equipment thoroughly with hard spray or HOT water (?140° F, typically available at do-it-yourself car wash sites), and dry in the hot sun before using again.

**Streams and Wetlands – Clean Water Act Permits:** Streams and wetlands in the project area should be protected from activities that degrade habitat conditions. For example, soil erosion, water pollution, placement of fill, dredging, in-stream activities, and riparian corridor removal, can modify or diminish aquatic habitats. Streams and wetlands may be protected under the Clean Water Act and require a permit for any activities that result in fill or other modifications to the site. Conditions provided within the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 permit (<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch.aspx> ) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification (<http://dnr.mo.gov/env/wpp/401/index.html>), if required, should help minimize impacts to the aquatic organisms and aquatic habitat within the area. Depending on your project type, additional permits may be required by the Missouri Department of Natural Resources, such as permits for stormwater, wastewater treatment facilities, and confined animal feeding operations. Visit <http://dnr.mo.gov/env/wpp/permits/index.htm> for more information on DNR permits. Visit both the USACE and DNR for more information on Clean Water Act permitting.

For further coordination with the Missouri Department of Conservation and the U.S. Fish and Wildlife Services, please see the contact information below.

MDC Natural Heritage Review  
Resource Science Division  
P.O. Box 180  
Jefferson City, MO  
65102-0180  
Phone: 573-522-4115 ext. 3182  
[NaturalHeritageReview@mdc.mo.gov](mailto:NaturalHeritageReview@mdc.mo.gov)

U.S. Fish and Wildlife Service  
Ecological Service  
101 Park Deville Drive  
Suite A  
Columbia, MO  
65203-0007  
Phone: 573-234-2132

### **Miscellaneous Information**

**FEDERAL** Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132; Fax 573-234-2181) for consultation.

**STATE** Concerns are species/habitats known to exist near enough to the project site to warrant concern and that are protected under the Wildlife Code of Missouri (RSMo 3 CSR 1 0). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR 1 0-4.111. Species tracked by the Natural Heritage Program have a "State Rank" which is a numeric rank of relative rarity. Species tracked by this program and all native Missouri wildlife are protected under rule 3CSR 10-4.110 General Provisions of the Wildlife Code.

Additional information on Missouri's sensitive species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species> . Detailed information about the animals and some plants mentioned may be accessed at [http://mdc4.mdc.mo.gov/applications/mofwis/mofwis\\_search1.aspx](http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx) . If you would like printed copies of best management practices cited as internet URLs, please contact the Missouri Department of Conservation.

## David Bock

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**From:** Edward Siegmund [edwardsiegmund@midmorpc.org]  
**Sent:** Thursday, June 08, 2017 12:36 PM  
**To:** 'David Bock'  
**Subject:** FW: American Outdoor Brands - SWPPP and CDBG Documentation

For our records...

**From:** Jeff McCann [mailto:JMcCann@boonecountymo.org]  
**Sent:** Thursday, June 08, 2017 12:23 PM  
**To:** Terry Shaw, P.E.; Nicki Fuemmeler  
**Cc:** Jerry Hack; Stephanie Gilbert; Ed Siegmund  
**Subject:** RE: American Outdoor Brands - SWPPP and CDBG Documentation

Thanks Terry. I believe Ed Siegmund with the Mid-Missouri Regional Planning Commission is the primary contact for the block grant administration. I have copied him on this email.

Jeff McCann, P.E.  
Engineering Division  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, MO 65201  
(573) 886-4480

**From:** Terry Shaw, P.E. [mailto:tshawpe@windstream.net]  
**Sent:** Friday, May 26, 2017 10:48 AM  
**To:** Nicki Fuemmeler <NFuemmeler@boonecountymo.org>; Jeff McCann <JMcCann@boonecountymo.org>  
**Cc:** Jerry Hack <jhack@gray.com>; Stephanie Gilbert <sgilbert@grayae.com>  
**Subject:** American Outdoor Brands - SWPPP and CDBG Documentation

Nicki,

Attached is the report from the endangered/threatened species Phase II Presence/Absence Survey as submitted to USFWS on 5/22/17.

The e-mail from USFWS below states "that the project will have no effect on these species", which "clears" the site for development.

This is provided as follow-up documentation per Section 1.9 of the SWPPP, dated 5/3/2017.

I've also attached a copy of the Phase I Cultural Resource Survey referenced in Section 1.10 of the SWPPP for your file.

Jeff,

Conditions of approval of the Community Development Block Grant (CDBG) included documentation that the bat and clover habitat issue be addressed.



I don't know who the prime contact is with the County with respect to administration of the CDBG. Please forward this to the appropriate person and let me know who that is so I can direct other documentation required by the conditions that Gray will be dealing with as the project moves forward. Another example of this documentation is water well closure in accordance with Mo DNR standards.

Thanks

Terry

**From:** Hundley, Joshua [[mailto:joshua\\_hundley@fws.gov](mailto:joshua_hundley@fws.gov)]

**Sent:** Thursday, May 25, 2017 1:08 PM

**To:** Molly C. Foree <[mforee@thirdrockconsultants.com](mailto:mforee@thirdrockconsultants.com)>

**Cc:** Terry Shaw, P.E. <[tshawpe@windstream.net](mailto:tshawpe@windstream.net)>; Gerry G. Fister <[gfister@thirdrockconsultants.com](mailto:gfister@thirdrockconsultants.com)>; James E. Storm <[jstorm@thirdrockconsultants.com](mailto:jstorm@thirdrockconsultants.com)>

**Subject:** Re: American Outdoor Brands Development Site - Phase II Presence/Absence Survey

Dear Ms. Foree,

This letter is in response to the Phase 2 Mist-Netting Report submitted by James Storm of Third Rock Consultants on May 22, 2017 for the proposed American Outdoor Brands Warehouse and Distribution Center in Boone County, Missouri. The U.S. Fish and Wildlife Service (Service) is providing this response under the authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.), the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4327), and the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1543).

Mist-netting was used as the method for determining presence or probably absence and was conducted according to the 2016 Range-wide Indiana Bat Summer Survey Guidelines. Three net sites were located in the project area and netting was conducted with three nets for three nights for a total of 9 net nights. No Indiana bats or northern long-eared bats were captured during the survey. Two individuals from two other non-federally listed species were captured.

Based on the results of the survey, Indiana bats, northern long-eared bats and running buffalo clover are probably absent from the project area such that the project will have no effect on these species. The survey results are valid for two survey seasons.

Thank you for your interest in the conservation of threatened and endangered species.

Josh Hundley  
Fish and Wildlife Biologist  
U.S. Fish and Wildlife Service  
Missouri Ecological Services Field Office  
101 Park DeVillie Drive, Suite A  
Columbia, MO 65203-0057  
573-234-2132 ext 176 (office)

On Mon, May 22, 2017 at 4:55 PM, Molly C. Foree <[mforee@thirdrockconsultants.com](mailto:mforee@thirdrockconsultants.com)> wrote:

Mr. Hundley,

On behalf of James Storm, attached is a Technical Memorandum documenting the results of his Phase II presence/absence survey for Indiana and northern long-eared bats and running buffalo clover. Required exhibits, data sheets and photo log are appended for your review as well.

No listed bat species were captured and no running buffalo clover specimens were observed as a result of the survey effort. As a result, we ask that you concur with our finding that the proposed American Outdoor Brands distribution center and associated facilities will have no adverse effect on listed species.

If you have any questions or require additional information or clarification, please contact either James Storm ([jstorm@thirdrockconsultants.com](mailto:jstorm@thirdrockconsultants.com)) or me at your earliest convenience.

Thank you in advance for your consideration.

Molly Foree Cummins, President

Third Rock Consultants, LLC | 2526 Regency Road, Suite 180 | Lexington, KY 40503

Office: (859) 977-2000 | Mobile: (859) 619-8003 | [www.thirdrockconsultants.com](http://www.thirdrockconsultants.com)

**From:** Hundley, Joshua [[mailto:joshua\\_hundley@fws.gov](mailto:joshua_hundley@fws.gov)]

**Sent:** Tuesday, May 2, 2017 1:06 PM

**To:** James E. Storm <[jstorm@thirdrockconsultants.com](mailto:jstorm@thirdrockconsultants.com)>

**Cc:** Molly C. Foree <[mforee@thirdrockconsultants.com](mailto:mforee@thirdrockconsultants.com)>; Terry Shaw, P.E. <[tshawpe@windstream.net](mailto:tshawpe@windstream.net)>; Gerry G. Fister <[gfister@thirdrockconsultants.com](mailto:gfister@thirdrockconsultants.com)>; MO17-001\_Project\_Ascent\_Bats <[MO17-001\\_Project\\_Ascent\\_Bats@thirdrockconsultants.com](mailto:MO17-001_Project_Ascent_Bats@thirdrockconsultants.com)>

**Subject:** Re: American Outdoor Brands Development Site - Request for Effects Determination

Mr. Storm,

We have reviewed the information provided in the Phase I Habitat Assessment for the American Outdoor Brands Development Site in Boone County, Missouri. We concur with your proposed level of effort for the Phase II presence/probably absence surveys with one modification. Regarding the number of bats to be tracked, we are requesting that two Indiana bats and two NLEB are tracked, with a preference for reproductive adult females and volant juveniles. We do concur with your 4(d) determination for the NLEB, but are recommending the tracking of two NLEB per the new language in the Federal permits.

Thank you for your interest in the conservation of threatened and endangered species.

Josh Hundley

Fish and Wildlife Biologist

U.S. Fish and Wildlife Service

Missouri Ecological Services Field Office

101 Park DeVillie Drive, Suite A

Columbia, MO 65203-0057

573-234-2132 ext 176 (office)

On Wed, Apr 26, 2017 at 9:04 PM, Molly C. Foree <[mforee@thirdrockconsultants.com](mailto:mforee@thirdrockconsultants.com)> wrote:

Mr. Hundley,

On behalf James Storm, Third Rock Project Ecologist, attached is a Phase I T&E Species Habitat Assessment and Request for Effects Determination associated with the proposed American Outdoor Brands (AOB) development site in Columbia, MO. As is described in the attached document, on March 20, 2017, Crockett Engineering Consultants submitted various documents on behalf of AOB in support of an effects determination with which you were ultimately unable to concur ("Crockett Habitat Assessment 2017-03-20," *attached*). As a result, Terry Shaw, PE, my firm to conduct an additional survey to identify and quantify federally-listed T&E species habitat and assess the potential for impacts to that habitat.

Once you have had an opportunity to review the attached, please contact either James Storm ([jstorm@thirdrockconsultants.com](mailto:jstorm@thirdrockconsultants.com)) or me if you have any questions or need additional information. If you concur with Mr. Storm's findings and effects analysis, and approve of our proposed Phase II survey plan, please advise so that we might schedule the remaining field work accordingly.

Thank you in advance for your time and consideration.

Molly Foree Cummins, President

Third Rock Consultants, LLC | 2526 Regency Road, Suite 130 | Lexington, KY 40503

Office: (859) 977-2000 | Mobile: (859) 619-8003 | [www.thirdrockconsultants.com](http://www.thirdrockconsultants.com)

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United States Department of Agriculture

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August 31, 2017

David Bock  
Mid-Missouri Regional Planning Commission  
206 E. Broadway  
P.O. Box 140  
Ashland, MO 65010

Dear Mr. Bock

Attached is a Farmland Conversion Impact Rating (form AD-1006) for the amended proposed Project Ascent including construction of a warehouse and distribution center in Boone County, Missouri. After you complete the form, please return one copy for our records.

Please note that if the Total Points (Parts V & VI) in Part VII exceeds 160, alternative sites should be considered. Two alternatives are required if the score is between 160-220, and three alternatives are required if the score is over 220.

If you have any questions, please call me at (573) 769-2235 Ext. # 133.

Sincerely,

A handwritten signature in cursive script that reads "Scott Larsen". The signature is written in black ink and includes a long horizontal flourish extending to the right.

Scott Larsen  
Area Resource Soil Scientist

Attachment

cc: Terry Hill, DC, NRCS, Columbia, MO

U.S. Department of Agriculture  
**FARMLAND CONVERSION IMPACT RATING**

<b>PART I</b> (To be completed by Federal Agency)		Date Of Land Evaluation Request <b>August 23 2017</b>				
Name of Project <b>Project Ascent</b>		Federal Agency Involved <b>HUD (CDBG)</b>				
Proposed Land Use <b>M-L Light Industrial</b>		County and State <b>Boone County, Missouri</b>				
<b>PART II</b> (To be completed by NRCS)		Date Request Received By NRCS <b>8/22/2017</b>	Person Completing Form: <b>SL</b>			
Does the site contain Prime, Unique, Statewide or Local Important Farmland? (If no, the FPPA does not apply - do not complete additional parts of this form)		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Acres Irrigated <b>N/A</b>	Average Farm Size <b>196</b>		
Major Crop(s) <b>Corn and Soybean</b>	Farmable Land In Govt. Jurisdiction Acres: <b>98.8</b> % <b>436,828 ac.</b>	Amount of Farmland As Defined in FPPA Acres: <b>77.4</b> % <b>342,366 ac.</b>				
Name of Land Evaluation System Used <b>LESA</b>	Name of State or Local Site Assessment System <b>N/A</b>	Date Land Evaluation Returned by NRCS <b>8/31/2017</b>				
<b>PART III</b> (To be completed by Federal Agency)		Alternative Site Rating				
		Site A	Site B	Site C	Site D	
A. Total Acres To Be Converted Directly		<b>109.36</b>				
B. Total Acres To Be Converted Indirectly		<b>0</b>				
C. Total Acres In Site		<b>210.81</b>				
<b>PART IV</b> (To be completed by NRCS) Land Evaluation Information						
A. Total Acres Prime And Unique Farmland		<b>34.4</b>				
B. Total Acres Statewide Important or Local Important Farmland		<b>67.5</b>				
C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted		<b>0.025</b>				
D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value		<b>45</b>				
<b>PART V</b> (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland To Be Converted (Scale of 0 to 100 Points)		<b>82</b>				
<b>PART VI</b> (To be completed by Federal Agency) Site Assessment Criteria (Criteria are explained in 7 CFR 658.5 b. For Corridor project use form NRCS-CPA-106)		Maximum Points	Site A	Site B	Site C	Site D
1. Area In Non-urban Use		(15)				
2. Perimeter In Non-urban Use		(10)				
3. Percent Of Site Being Farmed		(20)				
4. Protection Provided By State and Local Government		(20)				
5. Distance From Urban Built-up Area		(15)				
6. Distance To Urban Support Services		(15)				
7. Size Of Present Farm Unit Compared To Average		(10)				
8. Creation Of Non-farmable Farmland		(10)				
9. Availability Of Farm Support Services		(5)				
10. On-Farm Investments		(20)				
11. Effects Of Conversion On Farm Support Services		(10)				
12. Compatibility With Existing Agricultural Use		(10)				
<b>TOTAL SITE ASSESSMENT POINTS</b>		<b>160</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>PART VII</b> (To be completed by Federal Agency)						
Relative Value Of Farmland (From Part V)		100	<b>82</b>	<b>0</b>	<b>0</b>	<b>0</b>
Total Site Assessment (From Part VI above or local site assessment)		160		<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL POINTS (Total of above 2 lines)</b>		<b>260</b>		<b>0</b>	<b>0</b>	<b>0</b>
Site Selected:		Date Of Selection	Was A Local Site Assessment Used? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Reason For Selection:						
Name of Federal agency representative completing this form:					Date:	

(See Instructions on reverse side)

Form AD-1006 (03-02)

U.S. Department of Agriculture

**FARMLAND CONVERSION IMPACT RATING**

<b>PART I</b> (To be completed by Federal Agency)		Date Of Land Evaluation Request August 23 2017				
Name of Project Project Ascent		Federal Agency Involved HUD (CDBG)				
Proposed Land Use M-L Light Industrial		County and State Boone County, Missouri				
<b>PART II</b> (To be completed by NRCS)		Date Request Received By NRCS 8/22/2017		Person Completing Form SL		
Does the site contain Prime, Unique, Statewide or Local Important Farmland? (If no, the FPPA does not apply - do not complete additional parts of this form)		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Acres Irrigated N/A	Average Farm Size 196	
Major Crop(s) Corn and Soybean	Farmable Land In Govt. Jurisdiction Acres: 98.8 % 436,828 ac.	Amount of Farmland As Defined in FPPA Acres: 77.4 % 342,366 ac.				
Name of Land Evaluation System Used LESA	Name of State or Local Site Assessment System N/A	Date Land Evaluation Returned by NRCS 8/31/2017				
<b>PART III</b> (To be completed by Federal Agency)		Alternative Site Rating				
		Site A	Site B	Site C	Site D	
A. Total Acres To Be Converted Directly		109.36				
B. Total Acres To Be Converted Indirectly		0				
C. Total Acres In Site		210.81				
<b>PART IV</b> (To be completed by NRCS) Land Evaluation Information						
A. Total Acres Prime And Unique Farmland		34.4				
B. Total Acres Statewide Important or Local Important Farmland		67.5				
C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted		0.025				
D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value		45				
<b>PART V</b> (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland To Be Converted (Scale of 0 to 100 Points)		82				
<b>PART VI</b> (To be completed by Federal Agency) Site Assessment Criteria (Criteria are explained in 7 CFR 658.5 b. For Corridor project use form NRCS-CPA-106)		Maximum Points	Site A	Site B	Site C	Site D
1. Area In Non-urban Use		(15)	8			
2. Perimeter In Non-urban Use		(10)	7			
3. Percent Of Site Being Farmed		(20)	5			
4. Protection Provided By State and Local Government		(20)	0			
5. Distance From Urban Built-up Area		(15)	10			
6. Distance To Urban Support Services		(15)	5			
7. Size Of Present Farm Unit Compared To Average		(10)	7			
8. Creation Of Non-farmable Farmland		(10)	6			
9. Availability Of Farm Support Services		(5)	5			
10. On-Farm Investments		(20)	0			
11. Effects Of Conversion On Farm Support Services		(10)	0			
12. Compatibility With Existing Agricultural Use		(10)	0			
TOTAL SITE ASSESSMENT POINTS		180	53	0	0	0
<b>PART VII</b> (To be completed by Federal Agency)						
Relative Value Of Farmland (From Part V)		100	82	0	0	0
Total Site Assessment (From Part VI above or local site assessment)		180	53	0	0	0
TOTAL POINTS (Total of above 2 lines)		260	135	0	0	0
Site Selected: A		Date Of Selection	Was A Local Site Assessment Used? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Reason For Selection: Most economical site for the location and impact to farmland within acceptable ratings.						
Name of Federal agency representative completing this form: David Bock, Mid-MO RPC				Date: 09/05/2017		

(See Instructions on reverse side)

Form AD-1006 (03-02)