

10/ -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 18th day of March 20 21

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 Cooperative Contract IFB605CO20000682 (MoDOT) for Model Year 2020 Light Duty Vehicles established by the State of Missouri Department of Transportation with Joe Machens Ford Lincoln of Columbia, Missouri. The Sheriff's Department wishes to purchase one (1) 2020 Ford Fusion S Vehicle as detailed in attachments.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Boone County Commissioners are hereby authorized to sign said Agreement.

Done this 18th day of March 2021

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: February 11, 2021
RE: Cooperative Contract IFB605CO20000682 (MoDOT)

Purchasing requests permission to use contract IFB605CO20000682 for Model Year 2020 Light Duty Vehicles established by the State of Missouri Department of Transportation with Joe Machens Ford Lincoln of Columbia, Missouri as a cooperative contract. The Sheriff's Department wishes to purchase one (1) 2020 Ford Fusion S Vehicles detailed as follows:

2020 Ford Fusion S (100A) 2.5L 4 cylinder (line item L IFB605CO20000682)	\$17,750.00
• S Trim (P0G)	Std
• Front Wheel Drive	Std
• 2.5L, 4-cylinder engine (997)	Std
• Automatic Transmission 6 speed	Std
• Air Conditioning	Std
• Power Windows, Locks, & Mirrors	Std
• Rear Window Defroster	Std
• All Season Tires plus spare (52N)	Std
• 4 wheels brakes – ABS	Std
• Cruise Control and Tilt	Std
• Carpet Flooring	Std
• Cloth seats	Std
• Daytime Running Lamps	Std
• 2 sets of keys	Std
• Rear Camera	Std
• Bluetooth (SYNC)	Std

Added/Deleted Optional Equipment (Included in Total Below)

- | | |
|---|-----------|
| • Tire Inflator Kit in lieu of Mini Spare Tire referenced above (52N) | No Charge |
| • Exterior Color: Oxford White | No Charge |

- Interior Color: Medium Light Stone
- Delivery Fee

No Charge
No Charge

FIRM, FIXED GRAND TOTAL

\$17,750.00

The contract runs through Model Year 2020 with two (2) renewal options available.

This is a one-time purchase that includes a 3-year or 36,000-miles bumper-to-bumper warranty, and 5 years or 100,000-miles on the power train; 5 years unlimited mileage corrosion protection, and 5 years or 60,000 miles roadside assistance.

The total purchase price is \$17,750.00, and it will be paid from Department 2901, Sheriff Operations LE Sales Tax- Account 92400, Replacement Autos and Trucks.

The Purchasing Department requests permission to dispose/transfer of the following damaged vehicle that has been totaled:

2017 Ford Interceptor Sedan, VIN 1FAHP2L80HG122720, fixed asset tag 22147

The Disposal Form is attached for signature.

/lp

c: Major Gary German – Sheriff's Department
Contract File

PURCHASE AGREEMENT
(1) New 2020 Ford Fusion S Vehicle
for the Boone County Sheriff

THIS AGREEMENT dated the 18th day of March 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMFO, LLC, d/b/a Joe Machens Ford Lincoln**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for one(1) new 2020 Ford Fusion S vehicle in compliance with all bid specifications and any addendum issued for the State of Missouri Department of Transportation Contract **IFB605CO20000682**, Joe Machens' quote dated March 10, 2021, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Department of Transportation Contract **IFB605CO20000682** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response. (*Note: This contract will be identified in the Boone County IBMi system as contract number "605CO20000682"*).

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Ford Fusion S Vehicle as follows:

	<u>Unit Price</u>
2020 Ford Fusion S (100A) 2.5L 4 cylinder	
(line item L IFB605CO20000682)	\$17,750.00
• S Trim (P0G)	Std
• Front Wheel Drive	Std
• 2.5L, 4-cylinder engine (997)	Std
• Automatic Transmission 6 speed	Std
• Air Conditioning	Std
• Power Windows, Locks, & Mirrors	Std
• Rear Window Defroster	Std
• All Season Tires plus spare (52N)	Std
• 4 wheels brakes – ABS	Std
• Cruise Control and Tilt	Std
• Carpet Flooring	Std
• Cloth seats	Std
• Daytime Running Lamps	Std
• 2 sets of keys	Std
• Rear Camera	Std
• Bluetooth (SYNC)	Std

Added/Deleted Optional Equipment (Included in Total Below)

- | | |
|---|-----------|
| • Tire Inflator Kit in lieu of Mini Spare Tire referenced above (52N) | No Charge |
| • Exterior Color: Oxford White | No Charge |
| • Interior Color: Medium Light Stone | No Charge |
| • Delivery Fee | No Charge |

**FIRM, FIXED
GRAND TOTAL**

\$17,750.00/EA

3. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.

4. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within five (5) business days after receipt of order. Delivery shall be to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202.

5. **Warranty** – All standard manufacturer warranties shall be provided: 3 years or 36,000 miles bumper-to-bumper unlimited; 5 years or 100,000 miles on the powertrain; 5 years, unlimited miles corrosion protection; and 5 years or 60,000 miles roadside assistance.

6. **Title** – Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

7. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

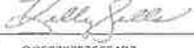
8. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

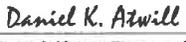
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

MCLARTY CMFO, LLC
JOE MACHENS FORD LINCOLN

by 
title Fleet Mgr

BOONE COUNTY, MISSOURI

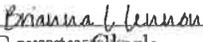
by: Boone County Commission
DocuSigned by:

Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:

County Counselor

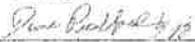
ATTEST:

DocuSigned by:

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.)

2901 – 92400 / \$17,750.00

DocuSigned by: <u></u>	3/11/2021	
Signature	Date	Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

March 10, 2021

State Contract # IFB605CO20000682

Boone County

Subject: Joe Machens Proposal on a 2020 Ford Fusion S, Item L

To: Whom it May Concern;

As per the requested quote on a 2020 Ford Fusion S, Joe Machens Ford proposes the following. The Ford Fusion includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below. **This Fusion S is in stock for immediate purchase, 3FA6P0G79LR106854.**

Item #L Price – Dealer Code – Option, Included Equipment

\$17,750 – P0G – 2020 Ford Fusion S (100A)

S Trim (P0G)	All Season Tires, plus Spare (52N)
Front Wheel Drive	Cruise control and Tilt
2.5L 4 cylinder Engine (997)	Carpet Flooring
Automatic Transmission	Cloth Seats
Air Conditioning	Daytime Running Lamps
Power Windows, Locks, & Mirrors	2 sets of keys
Rear Window Defroster	Rear Camera
All Season Tires plus spare	Bluetooth (SYNC)
4 wheels brakes – ABS	

Optional equipment from state contract (Price – Dealer Code – Option):

\$0 – (-52N) – Tire Inflator Kit in lieu of Mini Spare Tire above
\$0 – YZ – Exterior Color: Oxford White
\$0 – DE – Interior: Medium Light Stone
\$0 – DEL – Delivery / Fees

Total:

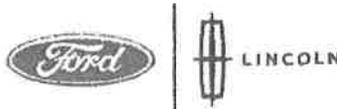
\$17,750 per (In Stock) 3FA6P0G79LR106854

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells
Fleet Manager
Joe Machens Ford
573-445-4411
ksells@machens.com



Trns N Tag 22147 Tagged Y Tag Replaced N To _____ From _____ Last Posted
Description 2017 FORD INTERCEPTOR SEDAN Adjustments in Process 9 2020
Acquired 5/15/2017 Acq Amt, 24,130.00 Useful Life Months 120
Acct Grp 1605 VEHICLES 4,826.00
Category 10 AUTOMOBILES Res Val % 20
Location 1251 SHERIFF Tag in Book N
Purch Dept 2901 SHERIFF OPERATIONS-LE SALES TX Book ID _____
Inventory Date 12/01/2018 Inv Status Found - No Change
Site Loc Boone County Sheriff/Corrections

Site Detl Fleet
Make FORD Model INTERCEPTOR SEDAN
Serial 1FAHP2L80HG122720 Note BLUE JEANS METALLIC
Invoice 283105 Check 602983
Vendor 507 JOE MACHENS FORD INC
Bid# 04-10JAN17
User _____

Calculated Fields Book Value
Dep St Dt _____ 12,708.74
Adj Total _____ 6,595.26- Acn Dep Ytd 1,447.74
Total Cost 24,130.00
F2=Key Scr F3=Exit F11=Grant F23=Bid F22=Hist F24=More

Work Order Detail

22147: 2017 Ford Interceptor Sedan

VIN: 1FAHP2L80HG1227:

License Plate: 22147

Miles: 6,068.0

No Meter: 0.0

No Meter: 0.0

Location: 02-Sheriff's

Department: 1251-Sheriff's

Recall:

Campaign #

Date:

External WO:

Vendor: 132 - SHERIFF OIL

Inv#: 17034621

PO#:

WO #	Open Date	Close Date	Status	Downtime	Accident		
141331	12/04/2017	12/04/2017	Closed	0.00			
Detail		Discounts	Parts	Labor	Tires	Other	Total
Service A							
Light Check			\$0.00	\$0.00		\$0.00	\$0.00
Miscellaneous Parts			\$0.00				
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
Lube, Oil & Filter			\$30.95	\$0.00		\$0.00	\$30.95
Miscellaneous Parts			\$30.95				
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
Tire Rotation			\$6.25	\$0.00		\$0.00	\$6.25
Miscellaneous Parts			\$6.25				
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
		\$0.00	\$37.20	\$0.00	\$0.00	\$0.00	\$37.20

22147: 2017 Ford Interceptor Sedan

VIN: 1FAHP2L80HG1227:

License Plate: 22147

Miles: 12,157.0

No Meter: 0.0

No Meter: 0.0

Location: 02-Sheriff's

Department: 1251-Sheriff's

Recall:

Campaign #

Date:

External WO:

Vendor: 132 - SHERIFF OIL

Inv#: 20692294

PO#:

WO #	Open Date	Close Date	Status	Downtime	Accident		
142330	08/14/2018	08/14/2018	Closed	0.00			
Detail		Discounts	Parts	Labor	Tires	Other	Total
Service A							
Light Check			\$0.00	\$0.00		\$0.00	\$0.00
Miscellaneous Parts			\$0.00				
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
Lube, Oil & Filter			\$29.95	\$0.00		\$0.00	\$29.95
Miscellaneous Parts			\$29.95				
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
Tire Rotation			\$0.00	\$0.00		\$0.00	\$0.00
Miscellaneous Parts			\$0.00				
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
		\$0.00	\$29.95	\$0.00	\$0.00	\$0.00	\$29.95

Work Order Detail

22147: 2017 Ford Interceptor Sedan

VIN: 1FAHP2L80HG1227:

License Plate: 22147

Miles: 18,170.0

No Meter: 0.0

No Meter: 0.0

Location: 02-Sheriff's

Department: 1251-Sheriff's

Campaign #

Date:

WO #

Open Date

Close Date

Status

Downtime

Accident

143410

04/22/2019

04/22/2019

Closed

0.00

Detail	Description: apm/bpm	Discounts	Parts	Labor	Tires	Other	Total
Service A							
Light Check							
Miscellaneous Parts			\$0.00	\$17.00		\$0.00	\$17.00
M0053 - Knight, Terry (0.50)				\$17.00			
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
Lube, Oil & Filter							
5W20 SYN: SYNTHETIC			\$25.33	\$17.00		\$0.00	\$42.33
ENGINE OIL (6.000)			\$17.58				
OF22500: OIL FILTER (1.000)			\$1.69				
DRUM GREASE: DRUM			\$0.90				
GREASE SUPER (5.000)							
AF10242: AIR FLTR			\$5.16				
INTERCEPTO (1.000)							
Miscellaneous Parts			\$0.00				
M0053 - Knight, Terry (0.50)				\$17.00			
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
Tire Rotation							
Miscellaneous Parts			\$0.00	\$13.60		\$0.00	\$13.60
M0053 - Knight, Terry (0.40)			\$0.00	\$13.60			
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
Service B							
Check Brakes							
Miscellaneous Parts			\$0.00	\$0.00		\$0.00	\$0.00
M0053 - Knight, Terry (0.00)				\$0.00			
Labor Comments: brakes ok							
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
Replace Fuel Filter							
44K: INJ CLEANER (1.000)			\$16.00	\$3.40		\$0.00	\$19.40
Miscellaneous Parts			\$16.00				
M0053 - Knight, Terry (0.10)			\$0.00	\$3.40			
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	
Preventive Maintenance							
CF1230: CABIN FILTER			\$4.31	\$17.00		\$0.00	\$21.31
(1.000)			\$4.31				
Miscellaneous Parts			\$0.00				
M0053 - Knight, Terry (0.50)				\$17.00			
Miscellaneous Labor				\$0.00			
Credit		\$0.00					
Other						\$0.00	

Work Order Detail

\$0.00 \$45.64 \$68.00 \$0.00 \$0.00 **\$113.64**

22147: 2017 Ford Interceptor Sedan

VIN: 1FAHP2L80HG1227;
 Miles: 19,842.0
 No Meter: 0.0
 Location: 02-Sheriff's
 Campaign #
 Vendor: 134 - SHERIFF

License Plate: 22147
 No Meter: 0.0
 Department: 1251-Sheriff's
 Date:
 Inv#: WCOL364535
 PO#:

Recall:
 External WO:

<u>WO #</u>	<u>Open Date</u>	<u>Close Date</u>	<u>Status</u>	<u>Downtime</u>	<u>Accident</u>
143844	07/09/2019	07/09/2019	Closed	0.00	

Description: Windshield chip repair

<u>Detail</u>	<u>Discounts</u>	<u>Parts</u>	<u>Labor</u>	<u>Tires</u>	<u>Other</u>	<u>Total</u>
BODY REPAIR		\$65.00	\$0.00		\$0.00	\$65.00
Miscellaneous Parts		\$65.00				
Miscellaneous Labor			\$0.00			
Credit	\$0.00					
Other					\$0.00	
	\$0.00	\$65.00	\$0.00	\$0.00	\$0.00	\$65.00

22147: 2017 Ford Interceptor Sedan

VIN: 1FAHP2L80HG1227;
 Miles: 24,350.0
 Location: 02-Sheriff's
 Campaign #
 Vendor: 132 - SHERIFF OIL

License Plate: 22147
 Department: 1251-Sheriff's
 Date:
 Inv#: 206770960
 PO#:

Recall:
 External WO:

<u>WO #</u>	<u>Open Date</u>	<u>Close Date</u>	<u>Status</u>	<u>Downtime</u>	<u>Accident</u>
144978	02/19/2020	02/19/2020	Closed	0.00	

<u>Detail</u>	<u>Discounts</u>	<u>Parts</u>	<u>Labor</u>	<u>Tires</u>	<u>Other</u>	<u>Total</u>
Service A						
Light Check		\$0.00	\$0.00		\$0.00	\$0.00
Miscellaneous Parts		\$0.00				
Miscellaneous Labor			\$0.00			
Credit	\$0.00					
Other					\$0.00	
Lube, Oil & Filter		\$42.90	\$0.00		\$0.00	\$42.90
Miscellaneous Parts		\$42.90				
Miscellaneous Labor			\$0.00			
Credit	\$0.00					
Other					\$0.00	
Tire Rotation		\$0.00	\$0.00		\$0.00	\$0.00
Miscellaneous Parts		\$0.00				
Miscellaneous Labor			\$0.00			
Credit	\$0.00					
Other					\$0.00	
	\$0.00	\$42.90	\$0.00	\$0.00	\$0.00	\$42.90

Grand Total: \$0.00 \$220.69 \$68.00 \$0.00 \$0.00 \$288.69

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11-06-2020

Fixed Asset Tag Number: 22147

Description of Asset: 2017 Ford Interceptor Sedan (color: Blue Jeans Metallic,

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

Other Information (Serial number, etc.): Odometer: 29,215 VIN: 1FAHP2L80HG122720

Condition of Asset: DAMAGED BEYOND REPAIR. TOTALED BY INSURANCE COMPANY.

Reason for Disposition: DAMAGED. TOTALED BY INSURANCE COMPANY.

Location of Asset and Desired Date for Removal to Storage: BCSD rear gravel 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: 1251 Sheriff Enforcement

Signature David Alexander 11-06-2020

To be Completed by: AUDITOR

Original Acquisition Date _____

G/L Account for Proceeds _____

Original Acquisition Amount _____

Original Funding Source _____

Account Group _____

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 107-2021

Date Approved 3.18.2021

Signature [Signature]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of March

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the Road & Bridge Departments Cooperative Contract: SW196 – Agriculture, Trees, and Brush Maintenance Equipment.

Terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 18th day of March 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: March 17, 2021
RE: Cooperative Contract: **SW196 – Agriculture, Trees, and Brush Maintenance Equipment**

Road & Bridge requests permission to utilize the **State of Oklahoma Cooperative Contract SW196** to purchase one (1) John Deere 6130M Cab Tractor with Diamond Mowers 22' Rear Cradle Boom Mower from Sydenstricker Nobbe Partners, Inc.

Cost of contract is \$162,391.18 and will be paid from department 2040 – RB Maintenance Operations, account 92300 – Replacement Equipment.

This is a replacement purchase and the 2021 budgeted amount was \$156,000.00. The budgeted sale price was \$30,000.00, yielding a net cost of \$126,000.00

The contract price is \$162,391.18 minus the sale price of \$30,000.00, yielding a net cost of \$132,391.18.

The Purchasing Department requests permission to dispose of the following surplus by sale:

2014 John Deere 6125M Tractor with **fixed asset tag 19428**
2014 Bengal 50" Boom Mower Assembly with **fixed asset tag 19426**

Attached is the Disposal Form for signature.

cc: Greg Edington, RB
Contract File

**PURCHASE AGREEMENT
FOR
TRACTOR MOWER**

THIS AGREEMENT dated the 18th day of March 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sydenstricker Nobbe Partners**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **one (1) John Deere 6130M Cab Tractor with a 50" Diamond Mowers 22' Rear Cradle Boom Mower**, Sydenstricker Nobbe Partners quotation number 23451009, the State of Oklahoma cooperative contract number **SW196 – Agriculture, Trees, and Brush Maintenance Equipment**, any amendments, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement, State of Oklahoma cooperative contract number **SW196** and any amendments shall prevail.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) John Deere 6130M Cab Tractor with a Diamond Mowers 22' Rear Cradle Boom Mower as follows:

Description	Contract Price	Qty	Extended Price
John Deere 6130M Cab Tractor	\$ 99,418.18	1	\$ 99,418.18
Diamond Mowers 50" 22' Rear Cradle Boom Mower	\$ 61,973.00	1	\$ 61,973.00
Freight Charge	\$ 1,000.00	1	\$ 1,000.00
Grand Total			\$162,391.18

3. **Delivery** - Delivery shall be to Boone County Road & Bridge 5551 Tom Bass Rd., Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

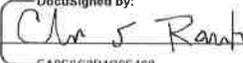
6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

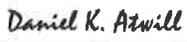
SYDENSTRICKER NOBBE PARTNERS

By  _____
DocuSigned by:
EAB86C2B4C9F469

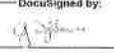
Title sales

BOONE COUNTY, MISSOURI

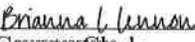
By: Boone County Commission

 _____
DocuSigned by:
B44BB34CFD9E4EB
Presiding Commissioner

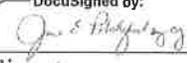
APPROVED AS TO FORM:

 _____
DocuSigned by:
7071DEAE690F40D
County Counselor

ATTEST:

 _____
DocuSigned by:
B44BB34CFD9E4EB
County Clerk

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

 _____
DocuSigned by:
B184244D...
Signature

3/11/2021

2040-92300 - \$162,391.18

Date

Appropriation Account



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
1500 N Route J
Rocheport, MO 65279
573-446-3030
rocheport@snpartners.com

Quote Summary

Prepared For:

Delivering Dealer:
Sydenstricker Nobbe Partners
Christopher Rapp
1500 N Route J
Rocheport, MO 65279
Phone: 573-446-3030
crapp@snpartners.com

Quote ID: 23451009
Created On: 08 January 2021
Last Modified On: 24 February 2021
Expiration Date: 31 December 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6130M Cab Tractor	\$ 131,813.40	\$ 100,418.18 X	1 =	\$ 100,418.18
Contract: OK Ag Trees & Brush Maint Equip SW196 (PG 94 CG 22)				
Price Effective Date: January 7, 2021				
DIAMOND MOWERS DBM-C-N 22' Rear Cradle Boom Mower DBM-C-N with Rotating Head	\$ 61,973.00	\$ 61,973.00 X	1 =	\$ 61,973.00
Contract: OK Ag Trees & Brush Maint Equip SW196 (PG 94 CG 22)				
Price Effective Date:				
Equipment Total				\$ 162,391.18

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 162,391.18
Trade In	
SubTotal	\$ 162,391.18
Est. Service Agreement Tax	\$ 0.00
Total	\$ 162,391.18
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 162,391.18

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Sydenstricker Nobbe Partners
1500 N Route J
Rocheport, MO 65279
573-446-3030
rocheport@snpartners.com

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment



Quote Id: 23451009 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
1500 N Route J
Rocheport, MO 65279
573-446-3030
rocheport@snpartners.com

JOHN DEERE 6130M Cab Tractor

Contract: OK Ag Trees & Brush Maint Equip SW196 (PG 94 CG 22)

Suggested List *
\$ 131,813.40

Price Effective Date: January 7, 2021

Selling Price *
\$ 100,418.18

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00R7L	6130M Cab Tractor	1	\$ 123,391.00	24.00	\$ 29,613.84	\$ 93,777.16	\$ 93,777.16
Standard Options - Per Unit							
183A	Less JDLink™	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1436	PowrQuad™ Plus - 24/24, 40 km/h	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1755	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2084	6M Cab - Economy Cab with RH Console	1	\$ 2,207.00	24.00	\$ 529.68	\$ 1,677.32	\$ 1,677.32
2142	Standard Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 354.00	24.00	\$ 84.96	\$ 269.04	\$ 269.04
3232	Hydraulic Pump - 80 l/min	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3319	2 Mechanical SCVs (2 SCVs 200 Series)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4121	Draft Links with Telescopic Ball End - Category 3N / Category 3	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4213	Center Link with Ball End - Category 3	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment



Quote Id: 23451009 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
1500 N Route J
Rocheport, MO 65279
573-446-3030
rocheport@snpartners.com

5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5214	Rear Wheels Size 480/80R34 - Special Profile	1	\$ 1,388.00	24.00	\$ 333.12	\$ 1,054.88	\$ 1,054.88
5915	Rear and Front Tire Brand - Nokian	1	\$ 200.00	24.00	\$ 48.00	\$ 152.00	\$ 152.00
6045	4WD Front Axle - Unsprung	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6225	Front Wheels Size 400/80R24 - Special Profile	1	\$ 950.00	24.00	\$ 228.00	\$ 722.00	\$ 722.00
7706	Shipment Preparation - by Ship Overseas, with Conservation	1	\$ 62.00	24.00	\$ 14.88	\$ 47.12	\$ 47.12
8263	Additional Storage Compartment - Left-Hand Side	1	\$ 261.00	24.00	\$ 62.64	\$ 198.36	\$ 198.36
8307	Fuel Tank Bottom Guard	1	\$ 472.00	24.00	\$ 113.28	\$ 358.72	\$ 358.72
8380	Preparation for Front Auxiliary Drive	1	\$ 681.00	24.00	\$ 163.44	\$ 517.56	\$ 517.56
8725	Beacon Light	1	\$ 236.00	24.00	\$ 56.64	\$ 179.36	\$ 179.36
8747	Battery 12 V/174 AH	1	\$ 134.00	24.00	\$ 32.16	\$ 101.84	\$ 101.84
Standard Options Total			\$ 6,945.00		\$ 1,666.80	\$ 5,278.20	\$ 5,278.20
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BL16188	Cold Start Package, Engine Heater (4 Cyl.)	1	\$ 477.40	24.00	\$ 114.58	\$ 362.82	\$ 362.82
Dealer Attachments Total			\$ 477.40		\$ 114.58	\$ 362.82	\$ 362.82
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Freight	1	\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
Other Charges Total			\$ 1,000.00			\$ 1,000.00	\$ 1,000.00
Suggested Price						\$ 100,418.18	



JOHN DEERE

Selling Equipment



Quote Id: 23451009 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
 TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
 TO DELIVERING DEALER:
 Sydenstricker Nobbe Partners
 1500 N Route J
 Rocheport, MO 65279
 573-446-3030
 rocheport@snpartners.com

Total Selling Price	\$	\$ 31,395.22	\$	\$
	131,813.40		100,418.18	100,418.18

DIAMOND MOWERS DBM-C-N 22' Rear Cradle Boom Mower DBM-C-N with

Hours: 0 **Suggested List ***
Stock Number: \$ 61,973.00
Contract: OK Ag Trees & Brush Maint Equip SW196 (PG 94 **Selling Price ***
 CG 22) \$ 61,973.00

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1	DIAMOND MOWERS DBM-C-N 22' Rear Cradle Boom Mower	1	\$ 61,973.00	0.00	\$ 0.00	\$ 61,973.00	\$ 61,973.00
Total Selling Price			\$ 61,973.00		\$ 0.00	\$ 61,973.00	\$ 61,973.00

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/05/2021 Fixed Asset Tag Number: 19428

Description of Asset: 2014 John Deere 6125M Tractor

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

Other Information (Serial number, etc.): SN: 1L06125MKEG795577

Condition of Asset: Fair

Reason for Disposition: Scheduled life cycle replacement.

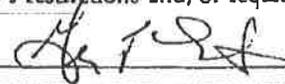
Location of Asset and Desired Date for Removal to Storage: NA

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 Road & Bridge

Signature 

To be Completed by: AUDITOR

Original Acquisition Date 11-7-14

G/L Account for Proceeds 2040-3835-HA

Original Acquisition Amount \$81,262.24

Original Funding Source 274

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 108-2021

Date Approved 3.18.2021

Signature 

CAPITAL

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 01/05/2021

Fixed Asset Tag Number: 19426

Description of Asset: 2014 Bengal 50" Boom Mower

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

Other Information (Serial number, etc.): SN: MK-8462; attached to 19428

Condition of Asset: Fair

Reason for Disposition: Scheduled life cycle replacement.

Location of Asset and Desired Date for Removal to Storage: NA

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 Road & Bridge

Signature [Handwritten Signature]

To be Completed by: AUDITOR

Original Acquisition Date 11-7-14

G/L Account for Proceeds 2040-3835 HA

Original Acquisition Amount \$46,925.20

Original Funding Source 2741

Account Group 1604

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 108-2021

Date Approved 3.18.2021

Signature [Handwritten Signature]

RECEIVED
MAR 01 2021
BOONE COUNTY
AUDITOR

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 21

County of Boone

} ea.

18th

day of March

20 21

In the County Commission of said county, on the

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

Now on this day, the County Commission of the County of Boone does hereby approve Amendment #1 to contract 02-22JAN20 with Kone, Inc. for Elevator Maintenance Services, Term & Supply for the Boone County Facilities Maintenance Department that was awarded April 23, 2020 (Commission Order 188-2020) and is being amended to correct reference to "Normal Business Hours."

All other terms, conditions and prices of the original agreement as previously amended remain unchanged.

This is a Term and Supply contract. Payments will be paid from the following funds/accounts:

- Fund 6100: Facilities Maintenance Building Maintenance/Account 60050 – Equipment Services Contract
- Fund 2705: 911/EM Facilities Maintenance Building Maintenance/Account 60050 – Equipment Service Contract.

Done this 18th day of March 2021.

ATTEST:



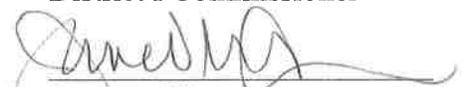
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: March 16, 2021
RE: Amendment #1 to Contract 02-22JAN20 – Elevator Maintenance Services –
Term & Supply - for the Facilities Maintenance Department

Amendment #1 to contract 02-22JAN20 with Kone, Inc. for Elevator Maintenance Services, Term & Supply for the Boone County Facilities Maintenance Department that was awarded April 23, 2020 (Commission Order 188-2020) is being amended to correct reference to “Normal Business Hours.” Normal Business Hours are correctly defined in contract paragraph 2.6.1 as being 7:00 A.M. through 5:00 P.M. Two errors have been discovered where “Normal Business Hours” are referred to as 8:00 A.M through 5:00 P.M. in paragraph 2.6.3 and item 4.10.8. Basically, this amendment corrects the two errors.

All other terms, conditions and prices of the original agreement as previously amended remain unchanged.

This is a Term and Supply contract. Payments will be paid from the following funds/accounts:

- Fund 6100: Facilities Maintenance Building Maintenance/Account 60050 – Equipment Services Contract
- Fund 2705: 911/EM Facilities Maintenance Building Maintenance/Account 60050 – Equipment Service Contract.

/lp

cc: Jody Moore, Facilities Maintenance
Contract File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 21

County of Boone

} ea.

In the County Commission of said county, on the

18th

day of

March

20 21

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

Now on this day, the County Commission of the County of Boone, pursuant to Chapter 139 RSMo, does hereby authorize the Boone County Collector, Brian McCollum, for the 2015 tax bill year, to strike from the delinquent tax rolls, property tax balances on real estate tax, personal property tax, nuisance abatements and community improvement district assessments as follows:

State	\$	566.29
County	\$	4,424.99
School Districts	\$	101,837.94
Cities	\$	5,932.47
Fire Districts	\$	4,328.71
Library Districts	\$	7,085.77
Surtax	\$	85.52
Nuisance	\$	859.42
Common Road	\$	924.97
Centralia Common Road	\$	18.62
Total	\$	<u>126,064.70</u>

These 2015 real estate taxes, personal property taxes, nuisance abatements and community improvement district assessments are stricken for the following reasons:

- After due diligence, the collector cannot locate the owners; or
- Bankruptcy or probate proceedings have intervened making the balances due uncollectible; or,
- The real estate property was sold via a Post-Third Offering Delinquent Tax Certificate Sale; or,
- The real estate property was not subject to taxation after being acquired by a tax exempt owner after January 1 of the taxable year.

The above total of \$126,064.70 breaks out as follows:

- Personal property \$ 107,329.18
- Bankruptcy and/or probate \$ 5,369.81
- Post-third tax sale \$ 859.42
- Tax exempt acquisitions \$ 12,506.29

The following tax amounts represent 2014 and prior tax bills that were previously stricken from the delinquent tax rolls in Boone County. The tax amounts were added back to the delinquent tax rolls and collected and distributed to the taxing entities during the period of March 1, 2020 through February 28, 2021.

State	\$	22.18
-------	----	-------

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

Term. 20

County of Boone

} ea.

In the County Commission of said county, on the

18th day of March

20 21

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

County	\$	173.81
School Districts	\$	3,814.25
Cities	\$	266.59
Fire Districts	\$	116.79
Library Districts	\$	312.72
Common Road	\$	36.60
Total	\$	<u>4,742.94</u>

Done this 18th day of March 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

111 -2021
CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 21

County of Boone } ea.

In the County Commission of said county, on the

18th

day of March

20 21

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

Now on this day the County Commission of the County of Boone does hereby approve a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission (MoDOT) for improvements to Ponderosa Street. The terms are set out in the attached Agreement and the Commissioners are authorized to sign the same.

Done this 18th day of March 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 04/20 (BDG)
Modified: 02/21 (BDG)

Cost Apportionment Agreement
Route: Route 63 Outer Road
Ponderosa Street (Tom Bass Road)
County: Boone
Job No.: J5P3409
MoDOT Agreement # 2021-02-61167

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and Boone County (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains Route 63 Mainline and Route 63 Outer Road (Ponderosa Street) in Boone County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Route 63 Outer Road, extending generally from Gans Creek to south of East Meyer Industrial Drive; and

WHEREAS, the parties are entering into a separate Road Relinquishment Agreement (2019-09-53358) for Route 63 Outer Road; and

WHEREAS, the Entity is willing to provide assistance in the construction or reconstruction of the Route 63 Outer Road improvements, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of a portion of the Commission's public improvement for Route 63 Outer Road, in the County of Boone, designated as Job No. J5P3409. This public improvement will involve pavement repairs and replacement, pavement overlay, culvert cleanouts, culvert replacement, ditch work and slope stabilization along Route 63 Outer Road. The Entity is not participating in the cost of improvements along Route 63 Mainline.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Beginning at Station 293+00.00 in Section 33, Township 48 North, Range 12

West, run in a generally southerly direction along existing Route 63 Outer Road (Ponderosa Street) to Sta. 333+35.94 Med. Rte. 63, a point approximately 315' south of the intersection of Route 63 Outer Road (Ponderosa Street) and the access drive on the north side of Magellan Pipeline. Continuing south on Route 63 Outer Road (Ponderosa Street) from Station 339+95.94 in Section 3, Township 47 North, Range 12 West to Station 355+87.26 Med. Rte. 63, a point approximately 215' south of East Meyer Industrial Drive.

The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and incorporated herein by reference. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project. Length of improvement is 1.018 miles.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) USE OF RIGHT-OF-WAY: The Entity grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

(5) COMMISSION REPRESENTATIVE: The Commission's Central District – District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) COUNTY REPRESENTATIVE: The County's Presiding Commissioner is designated as the County's representative for the purpose of administering the provisions of this Agreement. The County's representative may designate by written notice other persons having the authority to act on behalf of the County in furtherance of the performance of this Agreement.

(7) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the

construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(8) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost for this project on Route 63 Mainline and Route 63 Outer Road is estimated at seventeen million, one hundred and twelve thousand dollars (\$17,112,000.00). The details of the estimated cost breakdown are shown on the attachment marked Exhibit B and incorporated herein by reference. The total project cost will include preliminary engineering, utilities, project construction, and construction inspection.

(B) The Entity agrees to provide assistance with the Route 63 Outer Road construction costs and agrees to provide a lump sum payment of One Hundred Thousand Dollars (\$100,000.00), no more, no less, toward the total project cost.

(C) The Entity shall remit a check in the amount of One Hundred Thousand Dollars (\$100,000.00), no more, no less, no later than five (5) days prior to the Commission's advertisement of the project for bids. This check should be made payable to *Director of Revenue - Credit State Road Fund*. If the Entity fails to make the deposit, the Commission is under no obligation to continue with the Route 63 Outer Road portion of the project.

(D) The Commission is responsible for the balance of the project costs in excess of One Hundred Thousand Dollars (\$100,000.00). The parties agree the Entity is not eligible for any refund of the Entity's lump sum contribution as a result of any project cost underruns.

(9) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*. If the amount deposited with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation.

(10) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J5P3409 or contemplated by this Agreement.

(11) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The County shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the County's authority and control of the storm sewer facilities or natural drainage involved.

(12) PERMITS: The Commission will secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(13) COMMENCEMENT OF WORK: The Commission will construct the highway in accordance with final detailed plans approved by the FHWA (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and costs. The obligation of the Commission toward the actual construction of the public improvement will be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(14) MAINTENANCE: Effective upon completion of construction, the Commission will transfer ownership to the Entity, and the Entity shall accept the portions of existing Route 63 Outer Road as detailed in the separate Road Relinquishment Agreement (2019-09-53358). Upon completion of construction, the Commission will maintain all portions of Route 63 Mainline within the Commission owned right-of-way.

(15) POLICE POWERS: It is the intent of the parties to this Agreement that the County shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(16) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the County shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(17) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits

of the project and the County will take whatever actions are necessary to enforce this Section.

(18) WITHHOLDING OF FUNDS: In the event that the County fails, neglects, or refuses to enact, keep in force or enforce regulations specified or enacts regulations contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the County for compliance and the County's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the County.

(19) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(21) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(22) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(25) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(26) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state

highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(27) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(28) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(29) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(30) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(31) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(32) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(33) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Machele Watkins, District Engineer
1511 Missouri Boulevard
Jefferson City, MO 65102
Facsimile No: (573) 751-8267
Email: Machele.Watkins@modot.mo.gov

[Entity] to: Boone County
Attn: Dan Atwill, Presiding Commissioner
801 E. Walnut Street #333
Columbia, MO 65201
Facsimile No: (573) 886-4311
Email: Datwill@boonecountymmo.org

or to such other place as the parties may designate in accordance with this Agreement.

*[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on
Following Page]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Agency on 2021-03-23 | 11:49 AM PDT (Date).

Executed by the Commission on 2021-03-25 | 2:09 PM CDT (Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

COUNTY OF BOONE, MISSOURI

DocuSigned by:
Eric E. Schroeter
5F8CCFE9B29E499...
Title Assistant Chief Engineer

DocuSigned by:
By: Daniel K. Atwill
B41B3040E8E4EB...
Daniel K. Atwill, Presiding Commissioner

DocuSigned by:
Justin Aldred
54CDA45C121C48F...
Justin Aldred, District I Commissioner

DocuSigned by:
Janet M. Thompson
B8478...
Janet M. Thompson, District II Commissioner

ATTEST:
DocuSigned by:
Ronita Hester
A4668CD7996249B...
Secretary to the Commission

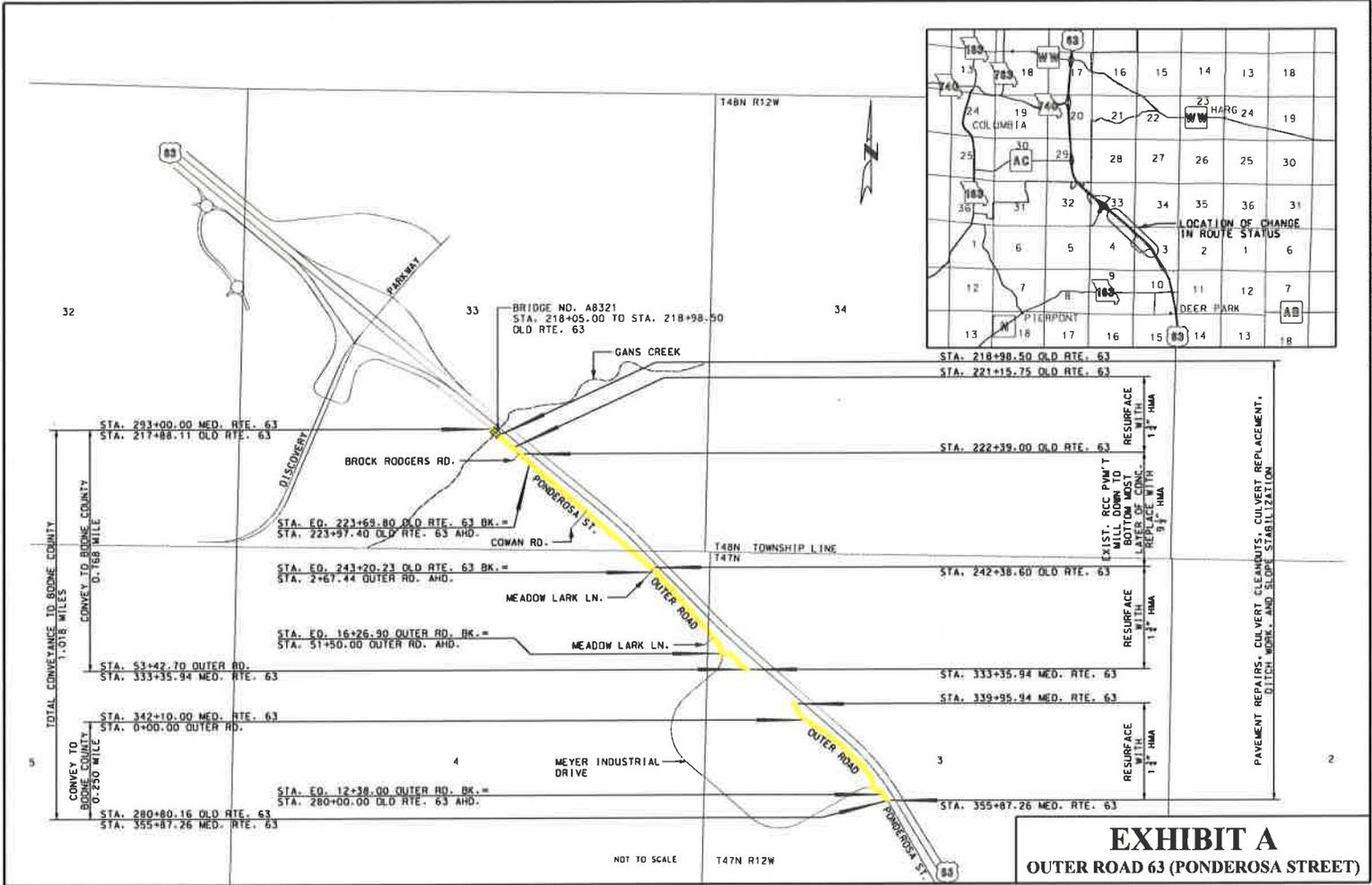
ATTEST:
DocuSigned by:
Brianna L. Lennon by Jodi Vanskike
D267E2426FB99BC...
Brianna L. Lennon, County Clerk

Approved as to Form:
DocuSigned by:
Bryce D. Gamblin
7C9360A1724DA46...
Commission Counsel

Approved as to Form:
DocuSigned by:
C.J. Dykhouse
7D71DEAF89D74DD...
C.J. Dykhouse, County Counselor

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

DocuSigned by:
June E. Pitchford by CG 2021-03-18 | 1:19 PM PDT
F0D08ADD384244D...
June E. Pitchford, County Auditor Date



18	17	16	15	14	13	18
24	19	20	21	22	23	19
25	30	29	28	27	26	30
36	31	32	33	34	35	31
1	6	5	4	3	2	6
12	7	8	9	10	11	7
13	18	17	16	15	14	18

LOCATION OF CHANGE IN ROUTE STATUS

DEER PARK

EXHIBIT A
OUTER ROAD 63 (PONDEROSA STREET)

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED:

Exhibit B

Project Name: Boone 63 Outer Road (Ponderosa Street) Pavement Improvements

MoDOT Project Number: J5P3409

Description: Pavement Improvements to Boone Route 63 and Route 63 Outer Road

Total Project Cost Estimate: \$17,112,000

Local Entity: Boone County

	Current Estimate	Cost Participation by Entity
Preliminary Engineering	\$182,000	\$0
Right of Way Acquisition (including easements)	\$0	\$0
Right of Way Incidentals	\$0	\$0
Utilities	\$10,000	\$0
Construction	\$15,356,000	\$100,000
Construction Engineering	\$1,564,000	\$0
Total Project Cost	\$17,112,000	\$100,000

Project Responsibilities:

Design	MoDOT
Right of Way Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities:

MoDOT District Funds	\$17,012,000	N/A %
MoDOT Cost Share Funds (if applicable)	\$0	N/A %
County Funds	\$100,000	N/A %
Other Funds	\$0	N/A %
Total Project Cost:	\$17,112,000	100%

How are overruns and underruns handled?

Overruns are 100% the responsibility of the Commission

Underruns - Boone County is not eligible for any refund of the lump sum payment as a result of any project cost underruns.



Sheet 2

EXHIBIT C
SHEET 1 OF 6

Project No: Date: 11/17/2020 Scale: Inset: 1/8"=1' Drawn By: [unclear] Design By: [unclear] Check By: [unclear] D. HAD		Boone County Resource Management Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340	Ponderosa Drive Maintenance Transfer MoDOT to Boone County



Sheet 3

Sheet 1

EXHIBIT C
SHEET 2 OF 6

<p>Sheet 2</p>	<p>Checked By: A. Gindler O. Hall</p>	<p>Drawn By: A. Gindler</p>	<p>Design By: Resource Management</p>	<p>Scale: 1 inch = 25 feet</p>	<p>Project No: Date: 11/16/2010</p>		<p>Boone County Resource Management Boone County Government Center 901 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340</p>	<p>Ponderosa Drive Maintenance Transfer MoDOT to Boone County</p>
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Sheet 5



EXHIBIT C
SHEET 4 OF 6

Sheet 3

Ponderosa Drive
Maintenance Transfer
MoDOT to Boone County



**Boone County
Resource Management**
Boone County Government Center
801 E. Walnut Room 315
Columbia, MO 65201-7730
(573) 886-4480 Fax (573) 886-4340

Project No.	
DHR 11172020	
Scale	
1" = 750'	
Ready By Management	
Drawn By	A. Girdler
Checked By	D. Hild
Sheet 4	



EXHIBIT C
PAGE 6 OF 6

<p>Sheet 5</p>	<p>Project File</p>		<p>Boone County Resource Management Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4460 Fax (573) 886-4340</p>
<p>Date: 11/17/2010</p>	<p>Scale: 1 inch = 25 feet</p>	<p>Drawn By: Resource Management</p>	<p>Checked By: A. Geringer</p>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

18th

day of March

20 21

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

Now on this day the County Commission of the County of Boone does hereby approve a Street Relinquishment Agreement with the Missouri Highways and Transportation Commission (MoDOT) relating to Ponderosa Street. The terms are set out in the attached Agreement and the Commissioners are authorized to sign the same.

Done this 18th day of March 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 03/17 (AR)
Modified:

Boone County
Route 63 Outer Road
Ponderosa Street (Tom Bass Road)
2019-09-53358

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and Boone County ("Agency").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

The stretch of Roller Compacted Concrete (RCC) pavement on Route 63 Outer Road (Ponderosa Street) between Brock Rodgers Road and Meadow Lake Lane (Sta. 222+39.00 to Sta. 242+38.60 Old Route 63) will be milled down to the bottom-most layer of concrete and 9 1/2" HMA placed back on top. The remaining section of Route 63 Outer Road (Ponderosa Street) from the north side of Magellan Pipeline to the RCC section (Sta. 221+15.75 to Sta. 222+39.00 Old Route 63), from the southern end of the RCC (Sta. 242+38.60 Old Route 63) to the gate on the north side of Magellan (Sta. 333+35.94 Med. Route 63) and from the south Magellan gate (Sta. 339+95.94 Med. Route 63) to Sta. 355+87.26 Med. Route 63 will receive a 1 3/4" hot mix overlay.

Pavement repairs, culvert cleanouts, culvert replacement, ditch work and slope stabilization will be included at various specified locations along Route 63 Outer Road (Ponderosa Street) (Sta. 218+98.50 Old Route 63 to 355+87.26 Med. Route 63) as shown on attached Exhibit B.

(3) LOCATION: The general location of the highway to be conveyed is as follows:

Route 63 Outer Road (Ponderosa Street) from Station 293+00.00 to Sta. 333+35.94 Med. Rte. 63 and from Station 342+10.00 to Station 355+87.26 Med. Rte. 63 as shown on attached Exhibit A.

(4) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(5) CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency, where in the Commission is referred to as "Grantor" and the Agency is referred to as "Grantee":

The Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

This conveyance is made upon the express condition that Grantee, its successors and assigns, shall have no right of direct access from the land herein conveyed to Route 63, all such rights of direct access being reserved by Grantor.

(6) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(7) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system.

(8) FUTURE REPAIR: After conveyance of the highway to the Agency, the Commission may agree to perform future repair to the highway. Any future repair by the Commission shall only be by a separate written agreement between the Commission and the Agency. The cost of any future repairs by the Commission shall be identified by the separate agreement and shall be the responsibility of the Agency.

(9) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the

provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Agency on 2021-03-23 | 11:49 AM PDT (Date).

Executed by the Commission on 2021-03-23 | 3:24 PM CDT (Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

COUNTY OF BOONE, MISSOURI

DocuSigned by:
Eric E. Schroeter
5F3CCE50B20E400

Title Assistant Chief Engineer

By: DocuSigned by:
Daniel K. Atwill
9A4B034CE0E5450

Daniel K. Atwill, Presiding Commissioner

DocuSigned by:
Justin Aldred
5460A46G121G4BF

Justin Aldred, District I Commissioner

DocuSigned by:
Janet M. Thompson
1884B884DD0045F

Janet M. Thompson, District II Commissioner

ATTEST:
DocuSigned by:
Ronald Horton
A4266078962450

Secretary to the Commission

ATTEST:
DocuSigned by:
Brianna L. Lennon by Jodi Vanskike
0287E1409FB048C

Brianna L. Lennon, County Clerk

Approved as to Form:
DocuSigned by:
Bryce D. Gamblin
7C5307A1724D7A0

Commission Counsel

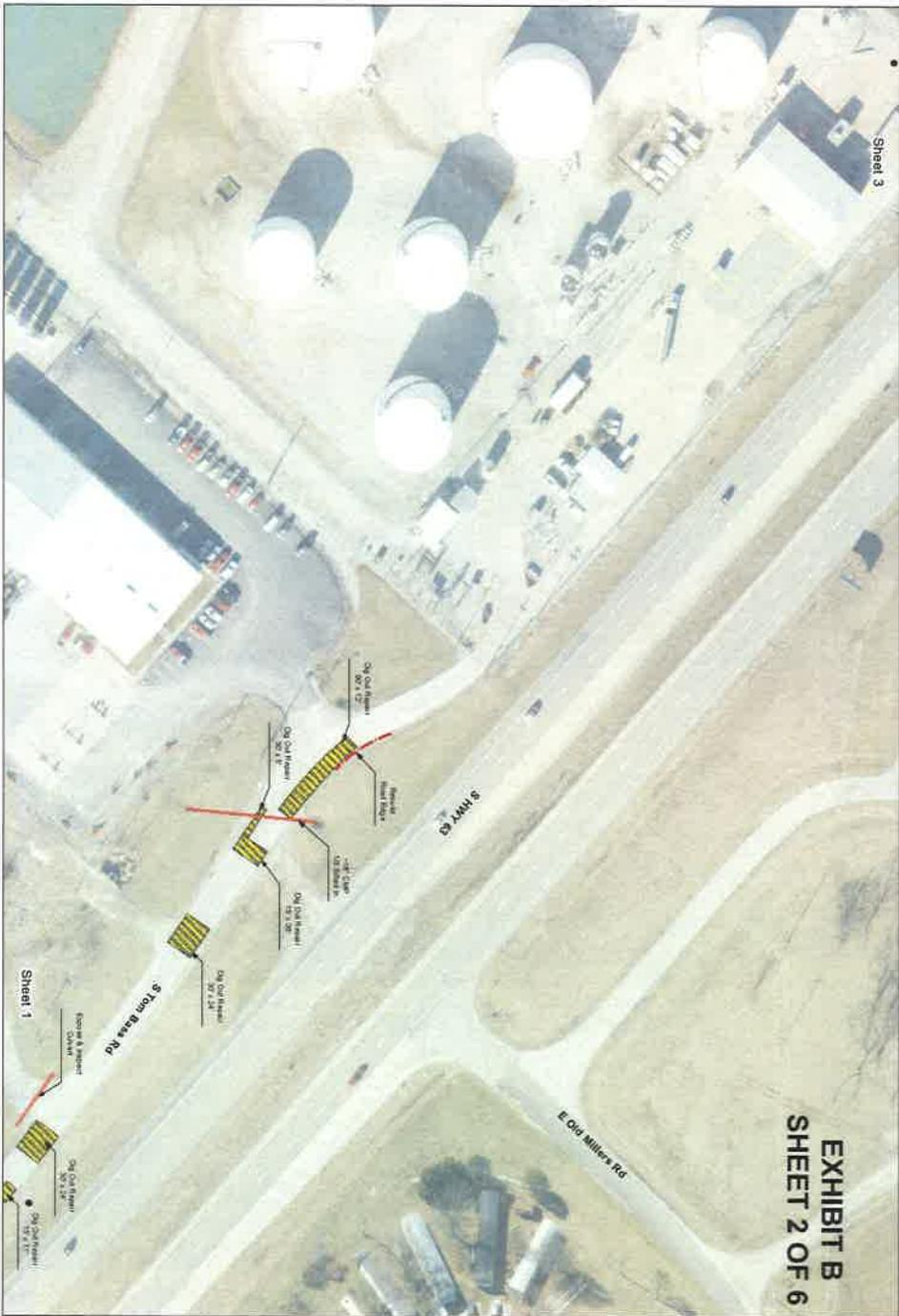
Approved as to Form:
DocuSigned by:
C.J. Dykhouse
7D710E4EB9D74DD

C.J. Dykhouse, County Counselor

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

June E. Pitchford by CG 2021-03-18 | 1:17 PM PDT
76862A00154244E
June E. Pitchford, County Auditor Date





**EXHIBIT B
SHEET 2 OF 6**

<p>Boone County Resource Management Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340</p>		<p>Ponderosa Drive Maintenance Transfer MoDOT to Boone County</p>
<p>Project No: _____ Date: 11/16/2020 Scale: 1 inch = 75 feet Prepared By: _____ Checked By: _____ Reviewed By: _____ Resource Management D. Hill</p>	<p>Sheet 2</p>	<p>Sheet 3</p>

Sheet 5



EXHIBIT B
SHEET 4 OF 6

Sheet 3

<p>Project No: Date: 11/17/2020</p> <p>Scale: 1 inch = 75 feet</p> <p>Drawn By: Resource Management</p> <p>Checked By: D. Hill</p> <p>Sheet 4</p>	<p>Boone County Resource Management</p> <p>Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340</p> 	<p>Ponderosa Drive Maintenance Transfer MoDOT to Boone County</p>
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Sheet 6

Chris Smith
 Chief Engineer
 11/17/2020

Design & Impact
 Criteria

Ec. RCC Section

EXHIBIT B
SHEET 5 OF 6

Sheet 4

<p>Project No: Date: 11/17/2020 Scale: 1 inch = 75 feet Design By: Resource Management Drawn By: Chris Smith Checked By: O. Hrd</p>	<p>Boone County Resource Management Boone County Government Center 801 E. Walnut Room 315 Columbia, MO 65201-7730 (573) 886-4480 Fax (573) 886-4340</p>		<p>Ponderosa Drive Maintenance Transfer MoDOT to Boone County</p>
Sheet 5			



EXHIBIT B
PAGE 6 OF 6

Sheet 5
Sheet 6

**Boone County
Resource Management**
Boone County Government Center
801 E. Walnut Room 315
Columbia, MO 65201-7730
(573) 886-4480 Fax (573) 886-4340



Ponderosa Drive
Maintenance Transfer
MoDOT to Boone County

Project No:
Date: 11/17/2020

Scale:
1 inch = 75 feet

Drawn By:
Checked By:
Designed By:
Project No:

Author:
Date:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

18th

day of March

20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the agreement Outdoor Warning Siren Placement Agreement-Rock Bridge Memorial State Park.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 18th day of March 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

**MEMORANDUM OF UNDERSTANDING
AND
CONSTRUCTION AGREEMENT
BETWEEN**

**Missouri Department of Natural Resources, Division of State Parks
and
Boone County, Missouri**

FOR WARNING SIREN PROJECT

THIS AGREEMENT, entered this 18th day of March, 2021 by and between the Missouri Department of Natural Resources, Division of State Parks ("DSP"), and agency of the State of Missouri; and Boone County, 801 E. Walnut St., Rm 333, Columbia, MO 65201-7732 ("Boone County").

WHEREAS, the Department of Natural Resources, pursuant to its authority in Section 640.010(3), RSMo, administers and operates the Division of State Parks (DSP), and the Division manages Rock Bridge Memorial State Park, situated in Boone County, Missouri; and

WHEREAS, Boone County would like to situate one pole-mounted warning siren, a Federal Signal 2001 Series Siren, at a designated area within the boundaries of DSP owned property commonly known as Rock Bridge Memorial State Park at its cost, and to retain ownership and maintenance responsibility for said siren ("Project"); and

WHEREAS, installation of the Project will enhance public safety for patrons of Rock Bridge Memorial State Park and in the surrounding area, and DSP agrees to grant access to Boone County for such installation and maintenance; and

WHEREAS, the State of Missouri Office of Administration, Division of Facilities Management Design and Construction has approved this Project per its authorization dated [attached as an email dated 12-14-2020]; and

NOW, WHEREFORE, in consideration of, and reliance on, the offer from Boone County to provide funding for the Project, DSP will work with Boone County to implement the Project. It is the intent of all parties to be legally bound by this Memorandum of Understanding and Construction Agreement ("Agreement").

1. Boone County shall provide \$23,195.22 directly to the construction contractor to offset the cost of the Project and shall promptly pay invoices for services rendered in connection with the Project.
2. DSP hereby grants Boone County and its designees, and all successors and assigns, temporary access to the areas of Rock Bridge Memorial State Park necessary for ingress and egress and to install and maintain of the pole-mounted warning siren from

the date of the signing of this Agreement, until terminated by either party upon 30 days advance, written notice.

3. Boone County will undertake all contracting and oversight necessary for materials and labor for the performance of work in accordance with the terms and conditions herein to install a pole-mounted warning siren at Rock Bridge Memorial State Park, anticipated to be sited near a vault toilet in the campground as noted on the attached Exhibit A. Boone County must conduct such work, including location of supporting utilities, in coordination with on-site DSP personnel and project managers. DSP reserves the right, if necessary, to require Boone County to relocate the siren, or to remove the siren if the Agreement is terminated.

Any approval of contracts, sub-contracts, material or service orders, or any other obligation by Boone County or designee shall not be deemed an obligation by DSP, and DSP shall not be responsible for fulfillment of the obligations of Boone County.

4. Boone County shall remain responsible to test and maintain the warning siren installed, and DSP shall grant an easement including legal description for access to Boone County and its designee, and all successors and assigns for this purpose in accordance with the terms and conditions of this Agreement.
5. Boone County has arranged for funding for the work described herein, and acknowledges that DSP has no payment obligations pursuant to this Agreement.
6. Boone County agrees to allow DSP to install, at their own cost, a dusk to dawn security light on the same pole erected for the storm siren. DSP will provide funding and labor for installation of the light and agrees to maintain the light for the duration of this Agreement. DSP agrees to maintain the grounds around the siren, and agrees to trim any trees within ten feet of the pole housing the warning siren.
7. The parties anticipate Boone County will sound the siren in the following circumstances, and will communicate in advance with each other if additional or different needs arise. Outdoor warning sirens will be activated in the following circumstances:
 - a. When a Tornado Warning has been issued by the NWS for areas within Boone County.
 - b. When reliable information has been received advising extensive storm damage is occurring and/or a tornado or funnel cloud has been spotted which could threaten the county.
 - c. When the Emergency Communications Center (ECC) Director orders the activation.
 - d. When completing routine testing during the first Wednesday of each month.
8. The pole-mounted siren shall remain the property of Boone County following installation, and Boone County shall bear the cost of removal at the end of its useful

life. Boone County bears all risk of loss and is responsible for any insurance policies it may choose to acquire.

9. If any mechanics or other lien arising from any activity of Boone County and its designees is placed upon the Project or premises, Boone County shall discharge any such lien within 30 days after it is filed. Boone County shall defend on behalf of DSP at Boone County's sole cost and expense, any action, suit or proceeding that may be brought thereon or for the enforcement of those liens or orders, and pay judgment and discharge DSP from any claim arising therefrom.
10. General requirements:

Bidding:

1. All construction contracts awarded by Boone County for the Project shall be awarded through competitive bidding procedures to the lowest, responsive, responsible bidder in accordance with § 8.250, RSMo. Boone County shall comply with all other applicable provisions of Ch. 8, RSMo and Ch. 34, RSMo. DSP shall be responsible for ensuring compliance with such statutes.

Construction:

1. The DSP Project Manager and Boone County will supervise installation of the Project and shall formally accept the work at the end of the Project.
2. Boone County contracts for the construction of Project shall be in accordance with the approved drawings and specifications. If design documents were created, substantive changes to the drawings and/or specifications are made, Boone County shall provide revised drawings and specifications for approval to DSP.
3. The prompt payment requirements imposed by § 34.057, RSMo shall apply to payment of all invoices for design and construction services rendered in connection with the Project. Boone County shall make payments to all parties performing work on the Project promptly, in accordance with such statute.
4. DSP shall inspect Project during construction and shall promptly notify Boone County in writing of any material departure from the plans and specifications or any defects in construction, including either materials or workmanship.
5. DSP retains the right inspect the construction and/or renovation of Project at any time, and to require that construction cease until any defects are corrected.
6. Boone County shall provide to DSP copies of all as-built drawings, operations and maintenance manuals, and shop drawings.

7. Boone County hereby waives and releases and shall ensure its all subcontractors waive and release the Department of Natural Resources, and the State of Missouri from any and all claims arising from or related to this Agreement or Boone County's use of property owned by DSP or the State of Missouri, including the right to contribution for loss or damage to person or property. Boone County shall indemnify and hold harmless the Department of Natural Resources, and the State of Missouri from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from this Agreement.
8. Boone County shall maintain general liability insurance in the maximum amount required, pursuant to Section 537.610(2) RSMo. as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register for any one person in a single accident or occurrence or other proof of financial responsibility. The policy of insurance shall name the State of Missouri as an additional insured, and shall provide at least 30 days prior notice of cancellation to the State. Boone County shall also maintain workers' compensation insurance as required by all applicable workers' compensation laws. Notwithstanding the foregoing, the obligation imposed for Boone County to maintain a policy of insurance shall not be construed to be a waiver of sovereign immunity on the part of the State of Missouri.
9. If Boone County or any of its contractors meet the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, Boone County shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Boone County shall, prior to the performance of any services as a business entity under the contract:
 - i. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
 - ii. Upon request, provide to DSP documentation titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - iii. Upon request, submit to DSP a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - iv. In accordance with subsection 2 of section 285.530, RSMo, Boone County should renew its Affidavit of Work Authorization annually.
10. **Compliance with Laws.** All documents entered into, and activities undertaken, pursuant to this Agreement shall be conducted in accordance with all federal, state and local laws, ordinances, rules and regulations of any applicable governmental authority, including

without limitation all State open meetings and records laws and shall follow all Equal Employment Opportunities Policies. Boone County, including its employees, agents, and contractors, will comply with all applicable laws pertaining to the protection of human health and the environment.

11. **Counterparts.** This Agreement may be executed with electronic signatures, in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.
12. **Effective Date.** The effective date of this Agreement shall be the date on which the last party to this Agreement executes this Agreement.
13. **Termination.** This Agreement may be terminated by any party upon thirty (30) days written notice to the other parties.
14. **Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the below identified parties are authorized to enter this Agreement on behalf of the designated entities, and acknowledge this Agreement is being entered in reliance on such representation.

**DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF STATE PARKS**



By:

Print Name: Mike Sutherland

Title: Division Director

Date 4/1/21

BOONE COUNTY



Daniel K. Atwill
Presiding Commissioner

Date: 3.18.2021

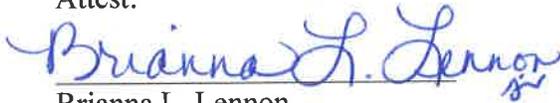


Justin Aldred
District I Commissioner



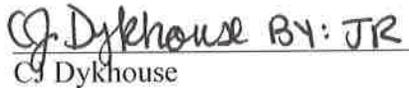
Janet M. Thompson
District II Commissioner

Attest:



Brianna L. Lennon
Boone County Clerk

Approved as to legal form:



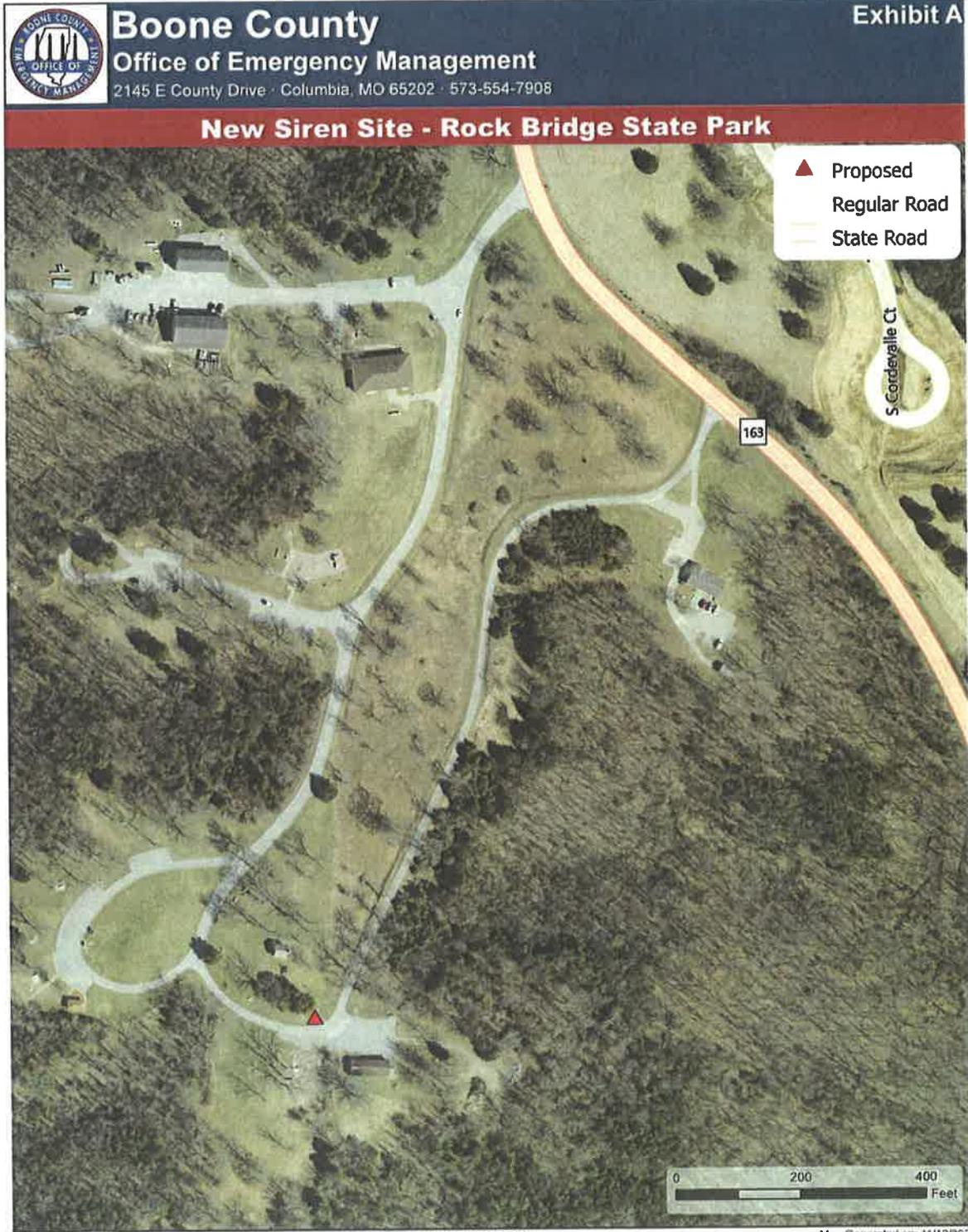
C.J. Dykhouse
Boone County Counselor

Acknowledged:



June E. Pitchford, County Auditor

Exhibit A



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 18th day of March 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the agreement Outdoor Warning Siren Placement Agreement-Katy Trail State Park.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 18th day of March 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

**MEMORANDUM OF UNDERSTANDING
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CONSTRUCTION AGREEMENT
BETWEEN**

**Missouri Department of Natural Resources, Division of State Parks
and
Boone County, Missouri**

FOR WARNING SIREN PROJECT

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WHEREAS, the Department of Natural Resources, pursuant to its authority in Section 640.010(3), RSMo, administers and operates the Division of State Parks (DSP), and the Division manages Katy Trail State Park, situated in Boone County, Missouri; and

WHEREAS, Boone County would like to situate one pole-mounted warning siren, a Federal Signal’s Modulator Speaker Array: Model MOD Series Siren, at a designated area within the boundaries of DSP owned property commonly known as Katy Trail State Park at its cost, and to retain ownership and maintenance responsibility for said siren (“Project”); and

WHEREAS, installation of the Project will enhance public safety for patrons of Katy Trail State Park and in the surrounding area, and DSP agrees to grant access to Boone County for such installation and maintenance; and

WHEREAS, the State of Missouri Office of Administration, Division of Facilities Management Design and Construction has approved this Project per its authorization dated [attached as an email dated 12-14-2020]; and

NOW, WHEREFORE, in consideration of, and reliance on, the offer from Boone County to provide funding for the Project, DSP will work with Boone County to implement the Project. It is the intent of all parties to be legally bound by this Memorandum of Understanding and Construction Agreement (“Agreement”).

1. Boone County shall provide \$9,013.00 directly to the construction contractor to offset the cost of the Project and shall promptly pay invoices for services rendered in connection with the Project.
2. DSP hereby grants Boone County and its designees, and all successors and assigns, temporary access to the areas of Katy Trail State Park necessary for ingress and egress and to install and maintain of the pole-mounted warning siren from the date of

the signing of this Agreement, until terminated by either party upon 30 days advance, written notice.

3. Boone County will undertake all contracting and oversight necessary for materials and labor for the performance of work in accordance with the terms and conditions herein to install a pole-mounted warning siren at Katy Trail State Park, anticipated to be sited near a vault toilet in the campground as noted on the attached Exhibit A. Boone County must conduct such work, including location of supporting utilities, in coordination with on-site DSP personnel and project managers. DSP reserves the right, if necessary, to require Boone County to relocate the siren, or to remove the siren if the Agreement is terminated.

Any approval of contracts, sub-contracts, material or service orders, or any other obligation by Boone County or designee shall not be deemed an obligation by DSP, and DSP shall not be responsible for fulfillment of the obligations of Boone County.

4. Boone County shall remain responsible to test and maintain the warning siren installed, and DSP shall grant an easement including legal description for access to Boone County and its designee, and all successors and assigns for this purpose in accordance with the terms and conditions of this Agreement.
5. Boone County has arranged for funding for the work described herein, and acknowledges that DSP has no payment obligations pursuant to this Agreement.
6. Boone County agrees to allow DSP to install, at their own cost, a dusk to dawn security light on the same pole erected for the storm siren. DSP will provide funding and labor for installation of the light and agrees to maintain the light for the duration of this Agreement. DSP agrees to maintain the grounds around the siren, and agrees to trim any trees within ten feet of the pole housing the warning siren.
7. The parties anticipate Boone County will sound the siren in the following circumstances, and will communicate in advance with each other if additional or different needs arise. Outdoor warning sirens will be activated in the following circumstances:
 - a. When a Tornado Warning has been issued by the NWS for areas within Boone County.
 - b. When reliable information has been received advising extensive storm damage is occurring and/or a tornado or funnel cloud has been spotted which could threaten the county.
 - c. When the Emergency Communications Center (ECC) Director orders the activation.
 - d. When completing routine testing during the first Wednesday of each month.
8. The pole-mounted siren shall remain the property of Boone County following installation, and Boone County shall bear the cost of removal at the end of its useful

life. Boone County bears all risk of loss and is responsible for any insurance policies it may choose to acquire.

9. If any mechanics or other lien arising from any activity of Boone County and its designees is placed upon the Project or premises, Boone County shall discharge any such lien within 30 days after it is filed. Boone County shall defend on behalf of DSP at Boone County's sole cost and expense, any action, suit or proceeding that may be brought thereon or for the enforcement of those liens or orders, and pay judgment and discharge DSP from any claim arising therefrom.
10. General requirements:

Bidding:

1. All construction contracts awarded by Boone County for the Project shall be awarded through competitive bidding procedures to the lowest, responsive, responsible bidder in accordance with § 8.250, RSMo. Boone County shall comply with all other applicable provisions of Ch. 8, RSMo and Ch. 34, RSMo. DSP shall be responsible for ensuring compliance with such statutes.

Construction:

1. The DSP Project Manager and Boone County will supervise installation of the Project and shall formally accept the work at the end of the Project.
2. Boone County contracts for the construction of Project shall be in accordance with the approved drawings and specifications. If design documents were created, substantive changes to the drawings and/or specifications are made, Boone County shall provide revised drawings and specifications for approval to DSP.
3. The prompt payment requirements imposed by § 34.057, RSMo shall apply to payment of all invoices for design and construction services rendered in connection with the Project. Boone County shall make payments to all parties performing work on the Project promptly, in accordance with such statute.
4. DSP shall inspect Project during construction and shall promptly notify Boone County in writing of any material departure from the plans and specifications or any defects in construction, including either materials or workmanship.
5. DSP retains the right inspect the construction and/or renovation of Project at any time, and to require that construction cease until any defects are corrected.
6. Boone County shall provide to DSP copies of all as-built drawings, operations and maintenance manuals, and shop drawings.

7. Boone County hereby waives and releases and shall ensure its all subcontractors waive and release the Department of Natural Resources, and the State of Missouri from any and all claims arising from or related to this Agreement or Boone County's use of property owned by DSP or the State of Missouri, including the right to contribution for loss or damage to person or property. Boone County shall indemnify and hold harmless the Department of Natural Resources, and the State of Missouri from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from this Agreement.
8. Boone County shall maintain general liability insurance in the maximum amount required, pursuant to Section 537.610(2) RSMo. as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register for any one person in a single accident or occurrence or other proof of financial responsibility. The policy of insurance shall name the State of Missouri as an additional insured, and shall provide at least 30 days prior notice of cancellation to the State. Boone County shall also maintain workers' compensation insurance as required by all applicable workers' compensation laws. Notwithstanding the foregoing, the obligation imposed for Boone County to maintain a policy of insurance shall not be construed to be a waiver of sovereign immunity on the part of the State of Missouri.
9. If Boone County or any of its contractors meet the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, Boone County shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Boone County shall, prior to the performance of any services as a business entity under the contract:
 - i. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
 - ii. Upon request, provide to DSP documentation titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - iii. Upon request, submit to DSP a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - iv. In accordance with subsection 2 of section 285.530, RSMo, Boone County should renew its Affidavit of Work Authorization annually.
10. **Compliance with Laws.** All documents entered into, and activities undertaken, pursuant to this Agreement shall be conducted in accordance with all federal, state and local laws, ordinances, rules and regulations of any applicable governmental authority, including

without limitation all State open meetings and records laws and shall follow all Equal Employment Opportunities Policies. Boone County, including its employees, agents, and contractors, will comply with all applicable laws pertaining to the protection of human health and the environment.

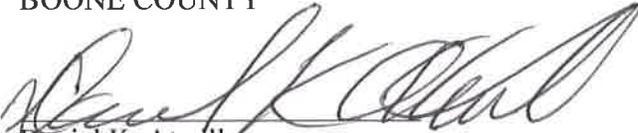
11. **Counterparts.** This Agreement may be executed with electronic signatures, in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.
12. **Effective Date.** The effective date of this Agreement shall be the date on which the last party to this Agreement executes this Agreement.
13. **Termination.** This Agreement may be terminated by any party upon thirty (30) days written notice to the other parties.
14. **Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the below identified parties are authorized to enter this Agreement on behalf of the designated entities, and acknowledge this Agreement is being entered in reliance on such representation.

**DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF STATE PARKS**

By: 
Print Name: Mike Sutherland
Title: Division Director
Date: 4/1/21

BOONE COUNTY

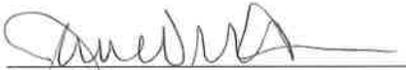


Daniel K. Atwill
Presiding Commissioner

Date: 3.18.2021

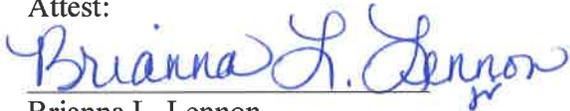


Justin Aldred
District I Commissioner



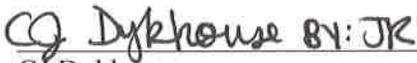
Janet M. Thompson
District II Commissioner

Attest:



Brianna L. Lennon
Boone County Clerk

Approved as to legal form:



C.J. Dykhouse
Boone County Counselor

Acknowledged:



June E. Pitchford, County Auditor

Exhibit A

 **Boone County**
Office of Emergency Management
2145 E. County Drive · Columbia, MO 65202 · 573-554-7908

Exhibit A

New Siren Site - MKT Trail



\\sarr\road\Bil\Boone County\IT\011\OEM\2145 E. County Dr Columbia, MO 65202\1673\5623827\1\www.kdnemahc.com

Map Generated on: 11/19/2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 18th day of March 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the agreement Outdoor Warning Siren Placement Agreement-Finger Lakes State Park.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 18th day of March 2021.

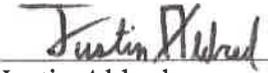
ATTEST:

Brianna L. Lennon

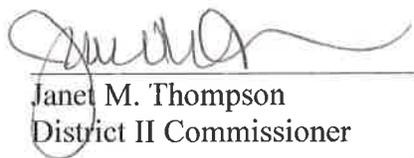
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

**MEMORANDUM OF UNDERSTANDING
AND
CONSTRUCTION AGREEMENT
BETWEEN**

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and
Boone County, Missouri**

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WHEREAS, the Department of Natural Resources, pursuant to its authority in Section 640.010(3), RSMo, administers and operates the Division of State Parks (DSP), and the Division manages Finger Lakes State Park, situated in Boone County, Missouri; and

WHEREAS, Boone County would like to situate one pole-mounted warning siren, a Federal Signal 2001 Series Siren, at a designated area within the boundaries of DSP owned property commonly known as Finger Lakes State Park at its cost, and to retain ownership and maintenance responsibility for said siren ("Project"); and

WHEREAS, installation of the Project will enhance public safety for patrons of Finger Lakes State Park and in the surrounding area, and DSP agrees to grant access to Boone County for such installation and maintenance; and

WHEREAS, the State of Missouri Office of Administration, Division of Facilities Management Design and Construction has approved this Project per its authorization dated [attached as an email dated 12-14-2020]; and

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the signing of this Agreement, until terminated by either party upon 30 days advance, written notice.

3. Boone County will undertake all contracting and oversight necessary for materials and labor for the performance of work in accordance with the terms and conditions herein to install a pole-mounted warning siren at Finger Lakes State Park, anticipated to be sited near a vault toilet in the campground as noted on the attached Exhibit A. Boone County must conduct such work, including location of supporting utilities, in coordination with on-site DSP personnel and project managers. DSP reserves the right, if necessary, to require Boone County to relocate the siren, or to remove the siren if the Agreement is terminated.

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life. Boone County bears all risk of loss and is responsible for any insurance policies it may choose to acquire.

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Bidding:

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Construction:

1. The DSP Project Manager and Boone County will supervise installation of the Project and shall formally accept the work at the end of the Project.
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3. The prompt payment requirements imposed by § 34.057, RSMo shall apply to payment of all invoices for design and construction services rendered in connection with the Project. Boone County shall make payments to all parties performing work on the Project promptly, in accordance with such statute.
4. DSP shall inspect Project during construction and shall promptly notify Boone County in writing of any material departure from the plans and specifications or any defects in construction, including either materials or workmanship.
5. DSP retains the right inspect the construction and/or renovation of Project at any time, and to require that construction cease until any defects are corrected.
6. Boone County shall provide to DSP copies of all as-built drawings, operations and maintenance manuals, and shop drawings.

7. Boone County hereby waives and releases and shall ensure its all subcontractors waive and release the Department of Natural Resources, and the State of Missouri from any and all claims arising from or related to this Agreement or Boone County's use of property owned by DSP or the State of Missouri, including the right to contribution for loss or damage to person or property. Boone County shall indemnify and hold harmless the Department of Natural Resources, and the State of Missouri from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from this Agreement.
8. Boone County shall maintain general liability insurance in the maximum amount required, pursuant to Section 537.610(2) RSMo. as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register for any one person in a single accident or occurrence or other proof of financial responsibility. The policy of insurance shall name the State of Missouri as an additional insured, and shall provide at least 30 days prior notice of cancellation to the State. Boone County shall also maintain workers' compensation insurance as required by all applicable workers' compensation laws. Notwithstanding the foregoing, the obligation imposed for Boone County to maintain a policy of insurance shall not be construed to be a waiver of sovereign immunity on the part of the State of Missouri.
9. If Boone County or any of its contractors meet the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, Boone County shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Boone County shall, prior to the performance of any services as a business entity under the contract:
 - i. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
 - ii. Upon request, provide to DSP documentation titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - iii. Upon request, submit to DSP a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
 - iv. In accordance with subsection 2 of section 285.530, RSMo, Boone County should renew its Affidavit of Work Authorization annually.
10. **Compliance with Laws.** All documents entered into, and activities undertaken, pursuant to this Agreement shall be conducted in accordance with all federal, state and local laws, ordinances, rules and regulations of any applicable governmental authority, including

without limitation all State open meetings and records laws and shall follow all Equal Employment Opportunities Policies. Boone County, including its employees, agents, and contractors, will comply with all applicable laws pertaining to the protection of human health and the environment.

11. **Counterparts.** This Agreement may be executed with electronic signatures, in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.
12. **Effective Date.** The effective date of this Agreement shall be the date on which the last party to this Agreement executes this Agreement.
13. **Termination.** This Agreement may be terminated by any party upon thirty (30) days written notice to the other parties.
14. **Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the below identified parties are authorized to enter this Agreement on behalf of the designated entities, and acknowledge this Agreement is being entered in reliance on such representation.

**DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF STATE PARKS**

By: 

Print Name: Mike Sutherland

Title: Division Director

Date: 4/1/21

BOONE COUNTY

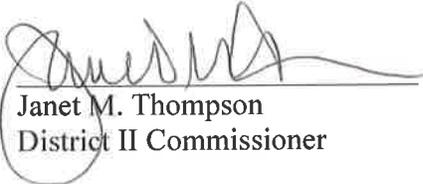


Daniel K. Atwill
Presiding Commissioner

Date: 3.18.2021

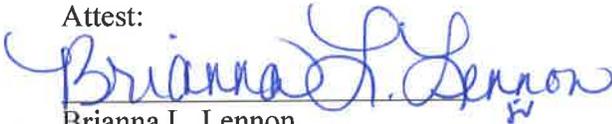


Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Attest:



Brianna L. Lennon
Boone County Clerk

Approved as to legal form:



C.J. Dykhouse
Boone County Counselor

Acknowledged:



June E. Pitchford, County Auditor

Exhibit A



Boone County
Office of Emergency Management

2145 E County Drive · Columbia, MO 65202 · 573-554-7908

Exhibit A

New Siren Site - Finger Lakes State Park



Boone County Office of Emergency Management | 2145 E County Drive Columbia, MO 65202 | 573-554-7908 | www.boonecounty.com

Map Generated on: 11/12/2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 18th day of March 20 21
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Peggy Neale-Lewis	Sr Citizen Services Corp	New Appointment	3 Years	4-1-2021 thru 3-31-2024
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Done this 18th day of March 2021.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Dan Atwill, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Senior Citizen Services Corporation
Name: Peggy J Neale-Lewis
Home Address: 5011 S South Cowan Loop
City: Columbia **Zip Code:** 65201
Business Address: Hibiscus Square LLC
City: Columbia **Zip Code:** 65201
At which address would you prefer to be contacted?
E-mail: pnealelewis@gmail.com
Phone (Home): (157)344-3411 **Phone (Work):** (573)823-0434
Fax:

Qualifications:

I have been a resident of Boone County for 54 years. I am a health care professional (RN) with a certification in Health Care Quality and worked at Boone Hospital for 15 years in acute care, UMMC for 4 years managing the largest UMMC clinic. My most recent experience in Long Term Care was at The Bluffs where I was Resident Care Coordinator and promoted to Associate Director of Clinical Services. I received post-graduate certification from UMC in Long Term Care Leadership.

Past Community Service:

Elected to serve as VP and then President of the Missouri League of Nursing serving a six-year term. Assisted local Church in grant applications process to contribute to food security in NE Boone County and other NE counties. Contributor to the Central Missouri Food Bank and The Salvation Army.

References:

Deborah Finley, deborahfinley66 Dave Walker, walkerdavi@missouri.edu Linda Karns, lmarns@gmail.com

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

**Return Application
To:**

**Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311**

An Affirmative Action/Equal Opportunity Institution

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

18th

day of

March

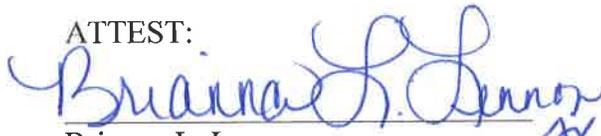
20 21

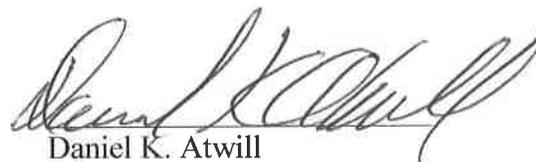
the following, among other proceedings, were had, viz:

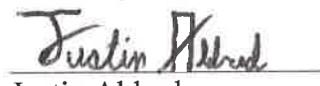
Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza and Commission Chambers by First Christian Church, Sunday March 28, 2021 from 8:00am until 11:00am. This approval is contingent upon adherence to the current health order. The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon that inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

Done this 18th day of March 2021

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: First Christian Church

Address: 101 N. 10th St

City: Columbia State: MO ZIP Code: 65201

Phone: 573.449.7265 Website: firstchristian.org

Individual Requesting Use: Laura Hunsaker

Position in Organization: Office Manager

Address: same as above

City: _____ State: _____ ZIP Code: _____

Phone: _____ Email: laura@firstchristian.org

Event: Palm Sunday Community Worship

Description of Use (ex. Concert, speaker, 5K): Worship Service

Date(s) of Use: 3/28/2021

Start Time of Setup: 8:00am AM/PM

Start Time of Event: 9:00am AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 9:30am AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 11:00am AM/PM

Emergency Contact During Event: Rev. Dr. Brad Stagg Phone: 713.201.1553

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

While open to all, publicity is limited to church newsletters.

How many attendees (including volunteers) do you anticipate being at your event? 100-150

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application.

Social distancing: parking on streets; masks required; families clustered 6 feet apart from other families;

Microphones wiped down between speakers & singers. Two microphone stations: one for speakers; one for singers.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: ___# adults per ___# minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

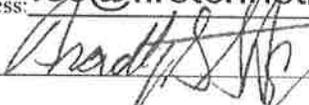
If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: First Christian Church
Address: 101 N. 10th St
City: Columbia State: MO ZIP Code: 65201

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Rev. Dr. Brad Stagg
Address: 101 N. 10th St
Phone Number: 713.201.1553 Date of Application: 3/15/21
Email Address: fcc@firstchristian.org
Signature: 

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

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

ATTEST:

BOONE COUNTY, MISSOURI

County Clerk

County Commissioner

DATE: _____

MARJORIE D. THOMPSON 12-78
JANET M. THOMPSON
573-442-2904
8300 N WAGON TRAIL RD.
COLUMBIA, MO 65202

18-1/1010

SECURED BY
EZSHIELD

4262

Date 3-15-2024

PAY to the order of Boone County
reimbursed amount \$100.00
Dollars

COMMERCE BANK
WWW.COMMERCEBANK.COM

For *Palu Sunday*

[Signature]

⑆ 101000019⑆ 400331856⑆ 4262

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2021 923 Receipt Date: 3/16/2021

Employee Initials: TRJULIE

Received From: JANET THOMPSON

Amount: \$*****100.00

Remarks: FIRST CHRISTIAN CH-PALM SUNDAY
PLAZA RENTAL- MARCH 28, 2021



Boone County Treasurer

Thomas Danough

Treasurer of Boone County

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 21

In the County Commission of said county, on the 18th day of March 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the letter to MoDOT supporting Sturgeon's Annexation Request.

Terms of the agreement are stipulated in the attached letter. It is further ordered the Presiding Commissioner is hereby authorized to sign said letter.

Done this 18th day of March 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

March 18, 2021

Missouri Department of Transportation
Central District Right of Way Manager
Attn: Karl Davenport
1511 Missouri Blvd.
P.O. Box 718
Jefferson City, MO 65102

RE: Annexation by the City of Sturgeon

Dear Mr. Davenport:

Boone County is aware that the City of Sturgeon has contacted the Missouri Highways and Transportation Commission (MHTC) to request the voluntary annexation of highway rights of way of Route CC from S Robinson St. to N Tumbleweed Ln, which adjoin the City of Sturgeon.

The County understands that the City of Sturgeon's purpose and intent of the proposed annexation is to reduce the speed limit from 55 mph to 30 mph since this portion of Route CC now fronts a residential subdivision. Boone County has no objection and no knowledge of any controversy/objection regarding the proposed annexation.

Thank you for your interest in this matter and for the opportunity to provide input.

Sincerely,

Daniel K. Atwill
Presiding Commissioner

cc: Jackie Rodgers, Attorney for the City of Sturgeon
CJ Dykhouse, Boone County Counselor