

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 3rd day of February 20 11

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

Now on this day the County Commission of the County of Boone does hereby appoint Lisa Roland to serve as interim County Treasurer under the provisions of 54.033 RSMo.

Said appointment shall become effective immediately do to the death of Treasurer Jan Fugit and shall end when the successor appointed by the Governor is commissioned and takes the oath of office for Treasurer of the County of Boone.

Done this 3rd day of February, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Edward H. Robb
Edward H. Robb

Presiding Commissioner

Karen M. Miller

Karen M. Miller

District I Commissioner

Skip Elkin

Skip Elkin

District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 11

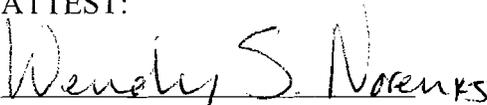
In the County Commission of said county, on the 3rd day of February 20 11

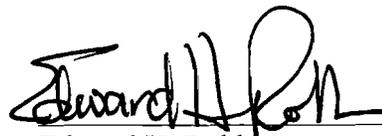
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation contract 3-080916LD Light Duty F150 Pickup Truck 4x4 from Joe Machens Ford of Columbia, Mo. The Boone County Commission further approves the surplus disposal of a 1997 Chevrolet Suburban ½ T 2 WD. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract and disposal form.

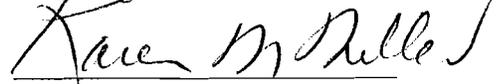
Done this 3rd day of February, 2011.

ATTEST:

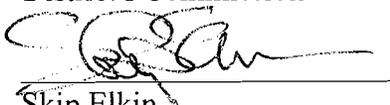

 Wendy S. Noren
 Clerk of the County Commission


 Edward H. Robb

Presiding Commissioner


 Karen M. Miller

District I Commissioner


 Skip Elkin

District II Commissioner

**PURCHASE AGREEMENT
FOR
2011 Ford F150 ½ Ton 4x4 Extended Cab Pickup Truck**

THIS AGREEMENT dated the 3 day of Feb 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Joe Machens Ford, 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 Light Duty Trucks in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-080916LD**, and Boone County 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 bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-080916LD and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

• One (1) 2011 Ford F-150 4x4 Extended Cab Pickup Truck	\$20,574.00
• 5A (3.7 V6 FV 302 HP)	(\$800.00)
• B (Power Windows and Locks)	\$920.00
• C (Towing Package)	\$300.00
• H (Limited Slip Rear Axle)	\$240.00
TOTAL	\$21,234.00

Exterior Color: White

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 90 - 120 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

4. **Title** – Title in the name of: Boone County Public Works. Address: 601 E. Walnut Street, Room 208, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work 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. 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.

JOE MACHENS FORD

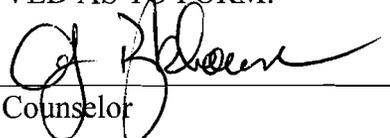
BOONE COUNTY, MISSOURI

by 
title Vice President

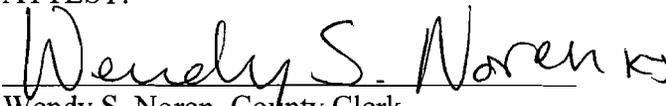
by: Boone County Commission

Edward Robb, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Wendy S. Noren, 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.)

Signature 

Date 1/21/11

2045-92400 - \$21,234.00

Appropriation Account

pec

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

1/11/10

REQUEST DATE

507

VENDOR NO.

Joe Machens Ford

VENDOR NAME

ADDRESS

CITY

To: County Clerk's Office

Comm Order # 47-2011

Return to Auditor's Office

Please do not remove staple.

BID DOCUMENTATION	
This field MUST be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3	
<input checked="" type="checkbox"/> Bid /RFP (enter # below) <input type="checkbox"/> Sole Source (enter # below) <input type="checkbox"/> Emergency Procurement (enter # below) <input type="checkbox"/> Written Quotes (3) Attached (>\$750 to \$4,499) <input type="checkbox"/> Purchase is <\$750 and is NOT covered by an existing bid or sole source	Not Subject To Bidding (select appropriate response below): <input type="checkbox"/> Utility <input type="checkbox"/> Employee Travel/Meal Reimb <input type="checkbox"/> Training (registration/conf fees) <input type="checkbox"/> Dues <input type="checkbox"/> Pub/Subscription/Transcript Copies <input type="checkbox"/> Refund of Fees Previously Paid to County <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable <input type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain):
<input type="checkbox"/> Mandatory Payment to Other Govt <input type="checkbox"/> Court Case Travel/Meal Reimb <input type="checkbox"/> Tool and Uniform Reimb <input type="checkbox"/> Inmate Housing <input type="checkbox"/> Remit Payroll Withheld <input type="checkbox"/> Agency Fund Dist (dept #s 7XXX)	
#3-080916LD (Enter Applicable Bid / Sole Source / Emergency Number)	

Ship to Department # 2045

Bill to Department # 2045

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 5	9 2 4 0 0	2011 F150 4x4 extended cab truck (\$20574) less Option 5A (3.7 V6 FV 302 HP) (\$800)	1	19774.00	19774.00
2 0 4 5	9 2 4 0 0	Option B (power windows and locks)	1	920.00	920.00
2 0 4 5	9 2 4 0 0	Option C (towing package)	1	300.00	300.00
2 0 4 5	9 2 4 0 0	Option H (limited slip rear axle)	1	240.00	240.00
		TOTAL			21234.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Melinda Bobbitt

Prepared By

Joe Machens Ford
 Requesting Official

cg 1/21/11
 Auditor Approval

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 01/06/11

FIXED ASSET TAG NUMBER: 11173

RECEIVED

DESCRIPTION: 1997 Chevrolet Suburban 1/2 T 2WD

JAN 07 2011

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: VIN: 3GNGC26R1VG186522; ODO: 116,685 miles; County Vehicle # 1919

CONDITION OF ASSET: Fair

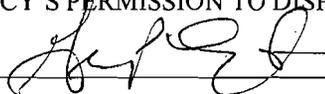
REASON FOR DISPOSITION: Vehicle budgeted for replacement.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: In use until replacement vehicle arrives.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2045

SIGNATURE 

AUDITOR

ORIGINAL PURCHASE DATE 8/14/1997

RECEIPT INTO 2049-3835

ORIGINAL COST 24,972.00

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2741

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1605

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 47-2011

DATE APPROVED 2/3/2011

SIGNATURE _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

3rd

day of February

20 11

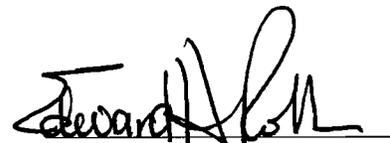
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation contract 3-080410 2011 Mini-Excavator from Crown Power and Equipment of Columbia, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

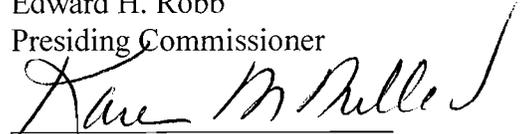
Done this 3rd day of February, 2011.

ATTEST:

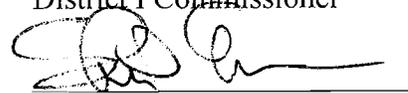
Wendy S. Nosenks
Wendy S. Nosen
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

48-2011

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 12, 2011
RE: 3-080410 – 2011 Mini-Excavator

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-080410 to purchase one (1) mini-excavator from Crown Power and Equipment of Columbia, Missouri.

Total cost of contract is \$56,029.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 91300 – Machinery & Equipment. \$70,000.00 was budgeted for 2011.

This is new equipment purchase and not replacement equipment (thus no Request for Disposal of existing equipment)..

ATT Public Works Memo

cc: Greg Edington, PW
Contract File

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: December 10, 2010
To: Melinda Bobbitt
From: Greg Edington
Subject: 2011 Mini-Excavator purchase – State Bid

The Public Works Department – Maintenance Operations Division (2040) recommends purchasing one (1) Mini-Excavator off of MoDot bid # **3-080410**, Item #1. The bid has a multiple vendor awards. Crown Power and Equipment had the lowest cost with the desired options and provides the equipment that best fits the Department's needs. Below is a summary of base costs and option costs:

Base Price: \$ 44,536.00

Dealer Submitted Options:

Cab and Air	\$ 4,652.00
Angle Blade	\$ 2,092.00
Quick Attach for Bucket	\$ 747.00
24" Bucket	\$ 1,104.00
36" Ditching Bucket	\$ 1,090.00
Hydraulic Thumb	\$ 1,808.00

Total of bid base price with options: \$ 56,029.00 ✓

The amount budgeted for the equipment in the 2011 budget is \$70,000. The equipment will be purchased out of account 2040 class 91300.

pur

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

1/12/10

REQUEST DATE

4362 ✓

VENDOR NO.

Crown Power and Equipment

VENDOR NAME

ADDRESS

CITY

To: County Clerk's Office

Comm Order # _____

Return to Auditor's Office
Please do not remove staple.

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#3-080410 ✓

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2040

Bill to Department # 2040

Department				Account				Item Description	Qty	Unit Price	Amount
2	0	4	0	9	1	3	0 0	2011 Mini-Excavator	1	44536.00	44536.00
2	0	4	0	9	1	3	0 0	Cab and Air	1	4652.00	4652.00
2	0	4	0	9	1	3	0 0	Angle Blade	1	2092.00	2092.00
2	0	4	0	9	1	3	0 0	Quick Attach for Bucket	1	747.00	747.00
2	0	4	0	9	1	3	0 0	24" Bucket	1	1104.00	1104.00
2	0	4	0	9	1	3	0 0	36" Ditching Bucket	1	1090.00	1090.00
2	0	4	0	9	1	3	0 0	Hydraulic Thumb	1	1808.00	1808.00
								TOTAL			56029.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Melinda Bobbitt

Prepared By

Melinda Bobbitt
Requesting Official

Cy 1/26/11

Auditor Approval

**PURCHASE AGREEMENT
FOR
2011 Mini-Excavator**

THIS AGREEMENT dated the 3 day of Feb 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Crown Power and Equipment**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for 2011 Mini-Excavator in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-080410**, Robert Crane e-mail dated January 12, 2011, and Boone County 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 bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-080410 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

• One (1) 2011 Mini-Excavator	\$44,536.00
• Cab and Air	\$4,652.00
• Angle Blade	\$2,092.00
• Quick Attach for Bucket	\$747.00
• 24" Bucket	\$1,104.00
• 36" Ditching Bucket	\$1,090.00
• Hydraulic Thumb	\$1,808.00
TOTAL	\$56,029.00

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 30 - 120 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

4. **Title** – Title in the name of: Boone County Public Works. Address: 601 E. Walnut Street, Room 208, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work 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. 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.

CROWN POWER AND EQUIPMENT

BOONE COUNTY, MISSOURI

by Jon W. Ruff
title Sales Manager

by: Boone County Commission
Edward H. Robb
Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, 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.)

<u>Jane E. Pitchford</u>	<u>1/26/11</u>	2040-91300 - \$56,029.00
Signature <i>by cjt</i>	Date	Appropriation Account

49 -2011

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 3rd day of February 20 11

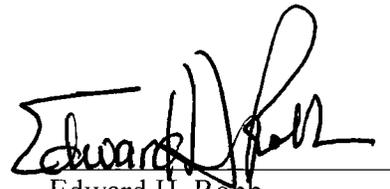
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation contract 3-100126 Skid Steer/ Track Loader from Crown Power and Equipment of Columbia, Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 3rd day of February, 2011.

ATTEST:

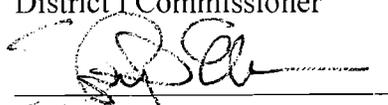
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 12, 2011
RE: 3-100126 – Skid Steer / Track Loader

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-100126 to purchase one (1) Skid Steer – Track Loader from Crown Power and Equipment of Jefferson City, Missouri.

Total cost of contract is \$49,373.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 91300 – Machinery & Equipment. \$63,000.00 was budgeted for 2011.

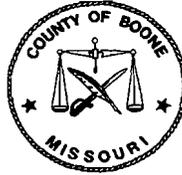
This is new equipment purchase and not replacement equipment (thus no Request for Disposal of existing equipment).

ATT Public Works Memo

cc: Greg Edington, PW
Contract File

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: December 10, 2010
To: Melinda Bobbitt
From: Greg Edington
Subject: 2011 Track Skid Loader purchase – State Bid

The Public Works Department – Maintenance Operations Division (2040) recommends purchasing one (1) Track Skid Loader off of MoDot bid # **3-100126**, Item #7 (440CTL). The bid has a multiple vendor awards. Crown Power and Equipment had the lowest cost with the desired options and provides the equipment that best fits the Department's needs. Below is a summary of base costs and option costs:

Base Price: \$ 41,573.00

Dealer Submitted Options:

Hydraulic Coupler	\$ 733.00
Suspension Seat	\$ 102.00
High Flow Hydraulics	\$ 2,340.00
Cab Heat/AC	\$ 3,156.00
Block Heater	\$ 87.00
Self Leveling Loader	\$ 353.00
Rotating Beacon	\$ 102.00
78" Bucket	\$ 927.00

Total of bid base price with options: \$ 49,373.00

The amount budgeted for the equipment in the 2011 budget is \$63,000. The equipment will be purchased out of account 2040 class 91300.

1/12/10

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

pub

REQUEST
DATE

4362 ✓
VENDOR
NO.

Crown Power and Equipment
VENDOR NAME

To: County Clerk's Office

Comm Order # _____

ADDRESS

CITY

Return to Auditor's Office
Please do not remove staple.

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#3-100126 ✓

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2040

Bill to Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 0	9 1 3 0 0	2011 Skid Steer / Track Loader: Case 440CTL	1	41573.00	41573.00
2 0 4 0	9 1 3 0 0	Hydraulic Coupler	1	733.00	733.00
2 0 4 0	9 1 3 0 0	Suspension Seat	1	102.00	102.00
2 0 4 0	9 1 3 0 0	High Flow Hydraulics	1	2340.00	2340.00
2 0 4 0	9 1 3 0 0	Cab Heat/AC	1	3156.00	3156.00
2 0 4 0	9 1 3 0 0	Block Heater	1	87.00	87.00
2 0 4 0	9 1 3 0 0	Self Leveling Loader	1	353.00	353.00
2 0 4 0	9 1 3 0 0	Rotating Beacon	1	102.00	102.00
2 0 4 0	9 1 3 0 0	78" Bucket	1	927.00	927.00
		TOTAL			49373.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Melinda Bobbitt

Prepared By

Melinda Bobbitt
Requesting Official

CJ

Auditor Approval

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

ppr

1/12/10

REQUEST DATE

4362 ✓
VENDOR NO.

Crown Power and Equipment
VENDOR NAME

ADDRESS

CITY

To: County Clerk's Office

Comm Order # 49-2011

Return to Auditor's Office

Please do not remove staple.

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#3-100126 ✓

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2040

Bill to Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 0	9 1 3 0 0	2011 Skid Steer / Track Loader: Case 440CTL	1	41573.00	41573.00
2 0 4 0	9 1 3 0 0	Hydraulic Coupler	1	733.00	733.00
2 0 4 0	9 1 3 0 0	Suspension Seat	1	102.00	102.00
2 0 4 0	9 1 3 0 0	High Flow Hydraulics	1	2340.00	2340.00
2 0 4 0	9 1 3 0 0	Cab Heat/AC	1	3156.00	3156.00
2 0 4 0	9 1 3 0 0	Block Heater	1	87.00	87.00
2 0 4 0	9 1 3 0 0	Self Leveling Loader	1	353.00	353.00
2 0 4 0	9 1 3 0 0	Rotating Beacon	1	102.00	102.00
2 0 4 0	9 1 3 0 0	78" Bucket	1	927.00	927.00
		TOTAL			49373.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Melinda Bobbitt

Prepared By

Melinda Bobbitt
Requesting Official

[Signature]

Auditor Approval

**PURCHASE AGREEMENT
FOR
2011 Skid Steer / Track Loader**

THIS AGREEMENT dated the 3 day of Feb 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Crown Power and Equipment**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for new 2011 Skid Steer / Track Loader in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-100126**, Robert Crane's fax dated January 12, 2011, and Boone County 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 bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract 3-100126 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

• One (1) 2011 Skid Steer / Track Loader: Case 440CTL	\$41,573.00
• Hydraulic Coupler	\$733.00
• Suspension Seat	\$102.00
• High Flow Hydraulics	\$2,340.00
• Cab Heat/AC	\$3,156.00
• Block Heater	\$87.00
• Self Leveling Loader	\$353.00
• Rotating Beacon	\$102.00
• 78" Bucket	\$927.00
TOTAL	\$49,373.00

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 30 - 90 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

4. **Title** - Title in the name of: Boone County Public Works. Address: 601 E. Walnut Street, Room 208, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work 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. 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.

CROWN POWER AND EQUIPMENT

BOONE COUNTY, MISSOURI

by Jon W. Rife
title Sales Manager

by: Boone County Commission
Edward H. Robb
Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

J. Blum
County Counselor

Wendy S. Noren
Wendy S. Noren, 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.)

June E. Pitchford
Signature by ag

1/26/11
Date

2040-91300 - \$49,373.00

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 11

In the County Commission of said county, on the 3rd day of February 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Burnett and Associates, Inc., and Boone County, Missouri, for the Legislation Consultant Services agreement. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 3rd day of February, 2011.

ATTEST:

Wendy S. Nosenks
 Wendy S. Nosen
 Clerk of the County Commission

Edward H. Robb

Edward H. Robb
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner

LEGISLATION CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, dated the 3 day of Feb, 2011, between Boone County, Missouri, by and through its County Commission, herein "County," and Douglas W. Burnett, d/b/a Burnett and Associates, herein "Consultant."

IN CONSIDERATION OF the parties' performance of the mutual obligations set forth in this agreement, the parties agree to the following:

1. *Scope of Services* – Consultant agrees to provide consulting services to County by researching and monitoring legislation and representing the County before the Missouri State General Assembly, including the following specific services:

- Review pre-filed bills applicable to county government and, in particular, counties of the first class.
- Upon request, provides the County Commission and other county officers copies of proposed legislation applicable to county governments or as would otherwise relate to or affect the operation of county government.
- Prepare amendments to legislation introduced before the General Assembly as directed by various county officials.
- Individually contact state legislators to explain County positions on legislation or legislative proposals.
- Testify at legislative hearings on behalf of Boone County as directed by the County Commission or other County officers.
- Provide legislative updates to County officials.
- Coordinate lobbying efforts with other organizations involved with issues common to Boone County as directed by the Boone County Commission or other county officials.
- Meet with various departments and agencies of state government at the County's request.
- Attend meetings as directed by the County Commission or other county officials.

Services under this agreement may not be subcontracted, but may be performed by the Consultant's employees if approved by the County Commission.

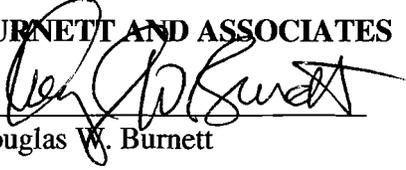
2. *Compensation* – In exchange for the Consultant services as specified above, the County agrees to pay the Consultant a total sum of Twenty Five Thousand Nine Hundred Ninety Five Dollars (\$25,995.00) for calendar year 2011, payable upon

invoice in monthly installments, on or before the last day of the month of invoice. Services shall commence on the 1st day of January, 2011. In addition, the Consultant may be reimbursed for such expenses the Consultant incurs if pre-approved by order of the Boone County Commission. In this regard, it is explicitly understood and agreed that the County shall not be responsible for payment of any Consultant expenses unless said expenses are identified and authorized prior to being incurred by order of a majority vote of the Boone County Commission. Alternatively, such expenses may be pre-approved by the Presiding County Commissioner if he has been authorized to approve such expenses by order of a majority vote of the Boone County Commission, and only when such approval is within the scope of such authorization.

3. *Duration and Termination* – This agreement shall be effective for calendar year 2011. This agreement may be terminated by either party upon thirty (30) days advance written notice for any reason or upon five (5) days written notice for cause. Cause shall be defined as a material breach by either party of any term or condition of this agreement and/or a violation by the Consultant or Consultant's employees of any law, rule, regulation or ordinance regulating the conduct or activities of lobbyists. In the event of termination, the Consultant shall provide only such services as are necessary to wind up the Consultant's activities on behalf of the County from the date termination notice is given, to the date of termination, unless other services or activities are expressly authorized by the Boone County Commission in writing. In the event of termination the Consultant's compensation shall be prorated through the date of termination.

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

BURNETT AND ASSOCIATES

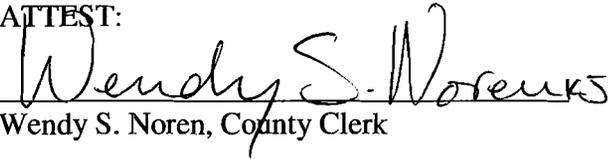
by 
Douglas W. Burnett

BOONE COUNTY, MISSOURI

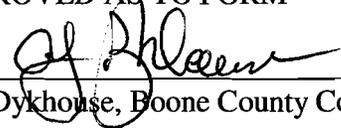
by its County Commission


Edward H. Robb
Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk

APPROVED AS TO FORM


C.J. Dykhouse, Boone County Counselor

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) incurred by this contract.

<u>June S. Pritchard by KP</u>	<u>1/25/11</u>	<u>1121-71101 \$25,995.00</u>
Signature	Date	Appropriation Account