

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 2nd day of April 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Elizabeth Peters for a permit for a kennel and animal (canine) training facility on 23.65 acres located at 3150 N. Rte. Z, Columbia, MO **with one condition:**

- Facility limited to 15 dogs in training or boarding at any given time

Done this 2nd day of April, 2013.

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

CUP – Kennel / Training – Peters

The minutes for the Planning and Zoning Commission meeting of March 21, 2013, along with the Boone County Zoning Regulations and Subdivision Regulations are entered into the record of this meeting.

The subject property is located approximately 2 ½ miles to the east of the city limits of Columbia, 1 ½ miles to the north Interstate 70 on State Route Z, near Mexico Gravel Road. It is 23.65 acres in size and is zoned A-1(Agriculture), and is surrounded by A-1 zoning. This is all original 1973 zoning. The master plan designates this area as being suitable for agriculture and rural residential land uses. There is currently a house, a 32x120 heated shop, kennel, and horse shed on the property.

The applicants are seeking a conditional use permit for the operation of an animal training facility and canine boarding facility. Staff notified 15 property owners about this request.

In December 2004, the property was approved for a conditional use permit for a breeding kennel with the following conditions:

- 1) Facility to comply with USDA standards within 90 days.
- 2) Facility limited to nine (9) breeding females.
- 3) Install sight-proof fence around facility within 90 days.
- 4) Install wastewater system for the kennel within 90 days.
- 5) Kennel building must be at least 100 feet from property lines.
- 6) Premises to be available during normal business hours for inspection within 24 hours notice.

That property owner has since sold the property to the current owner, who wishes to operate an animal training facility/boarding kennel. Discussion with staff has indicated that they would not serve more than 15 animals at one time. They expect to train in two week sessions with six weeks as a maximum. These dogs are expected to be newly adopted dogs and not generally problem animals. The applicants expect to occasionally work with dogs from the shelters serving the Columbia/Boone County area that need training in order to be adopted, but that is intended to be the exception rather than the rule to their usual clientele.

The following criteria are the standards for approval of a conditional use permit, followed by staff analysis of how this application may meet those standards. Staff analysis of the request is based upon the application and public comments received following notification of the surrounding property owners.

(a) The establishment, maintenance or operation of a conditional use permit will not be detrimental to or endanger the public health, safety, comfort or general welfare.

If operated in conformance with existing county regulations, the use should comply with this criterion.

(b) The conditional use permit will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by these regulations.

The applicant has made an effort to meet and speak with the neighbors to answer any questions about this request and have not received any negative comments. Staff has received a comment that could be described as cautiously positive on the conditional use permit. However, public testimony may be indicative as to whether this criterion can be met.

(c) The conditional use permit will not substantially diminish or impair property values of existing properties in the neighborhood.

If operated in conformance with existing county regulations, the use should comply with this criterion. Public testimony may be indicative as to whether this criterion is met.

(d) All necessary facilities will be available, including, but not limited to, utilities, roads, road access, and drainage.

The site has access to public water, electricity, and roads. The improvements required by the previous conditional use permit were completed, so necessary facilities are available.

(e) The establishment of a conditional use permit will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district.

This property has already developed in compliance with the present zoning of the area (A-1). Noise and odors emanating from the site, unless adequately controlled, could discourage future residential development at a higher density. However, public testimony may be indicative as to whether this criterion is met.

(f) The establishment of a conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public streets. This will include the provision of points of access to the subject property.

This site has direct access from State Route Z. The proposed use should not hinder traffic or cause congestion on public streets.

(g) The conditional use permit shall in all other respects conform to the applicable regulations of the zoning district in which it is located. The County Commission shall find that there is a public necessity for the conditional use permit.

The proposal conforms to other applicable regulations of the A-1 zoning district.

Zoning Analysis: This request is a reasonable one. Most issues that would regularly be raised in a request of this nature were addressed in 2004. The uneventful operation of that conditional use permit would indicate that those conditions worked for that permit. This permit, while less intense in some aspects and more intense in others, benefits from the long-term impact of the prior conditions, i.e. structure and wastewater conditions placed on the earlier conditional use

permit. Staff has discussed a limit on number of dogs to be trained/boarded at any given time, and a limit of 15 was considered a reasonable maximum.

The property scored 41 points on the rating system.

Staff recommended approval of the conditional use permit with the following condition:

1. Facility limited to 15 dogs in training or boarding at any given time

The Planning & Zoning Commission conducted a public hearing on this request during their March 21, 2013 regular meeting. There were seven members of the commission present during this hearing.

Following the public hearing, a motion was made to recommend approval of the request with the following condition:

- Facility limited to 15 dogs in training or boarding at any given time.

That motion carried and so the application comes forward with a recommendation for approval.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the April Adjourned

Term. 20 13

County of Boone

In the County Commission of said county, on the

2nd

day of April

20 13

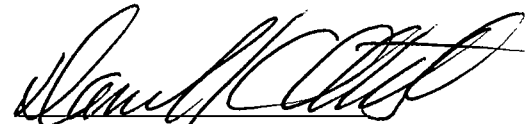
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Rangeline Investments LLC to rezone from A-2 (Agriculture) to M-L (Light Industrial) on .72 acres, more or less, located at 30 S. Rangeline Road, Columbia, MO.

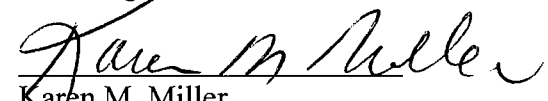
Done this 2nd day of April, 2013.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Rangeline Investments LLC Rezoning – A-2 to M-L

This site is located approximately 2 miles east of Columbia, south of the intersection of I-70 and Rangeline Rd/State Highway Z. The tract consists of .72 acres currently zoned A-2. It has M-L zoning to the north and west, A-1 to the south, and A-2 to the east. The property being rezoned is a stem created by an old survey that was not rezoned with the bulk of the property in August of 1975. The original zoning for the site is A-2. This site is located in the Boone Electric service area, and is in the Public Water District #9 service area. It is located in the Columbia School District. It scored 47 points in our point rating system.

The applicants are requesting a rezoning to M-L, as the rest of the property is zoned M-L, and has been for over thirty years. Staff notified 18 property owners about this request.

The Master Plan designates this property as suitable for industrial land use but suggests the use of planned districts to establish new commercial and industrial areas. The Master Plan also identifies a “sufficiency of resources” test for determining whether there are sufficient resources available for the needs of the proposal.

The resources necessary to serve the proposed development can be broken down into 3 general categories; utilities, transportation, and public safety services.

Utilities: Public water is provided by Public Water District Number 9. The existing infrastructure is capable of providing domestic service and fire protection. Boone Electric can provide sufficient electric service to the site. For industrial use, connecting into a centralized sewer system would be the most reasonable action where wastewater is concerned. Boone County Regional Sewer District is the service provider for this utility.

Transportation: Access to the site is by Rangeline Road, which gives close access to I-70. This area is an industrial/commercial area, with a good basic road system in place.

Public Safety: The nearest fire station is on St. Charles Road, approximately three miles away. The existing road network provides ready access for emergency service providers

Zoning Analysis: This rezoning request is appropriate for this portion of the property.

Based upon the existing adjacent zoning and the suggestion of the master plan that this site is suitable for industrial land uses, staff recommended approval of this request.

The Planning & Zoning Commission conducted a public hearing on this request during their March 21, 2013 regular meeting. There were seven members of the commission present during the meeting, however, one member had given prior notice that he would not participate due to a conflict of interest.

Following the public hearing, a motion was made to recommend approval of the request.

That motion carried and so the application comes forward with a recommendation for approval.

162-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 2nd day of April 20 13

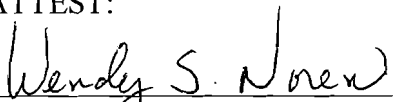
the following, among other proceedings, were had, viz:

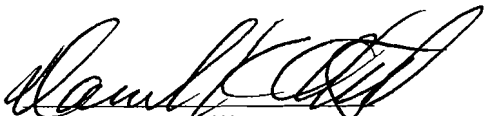
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the Presiding Commissioner to sign them:

1. Renard Hollow Plat 1. S7-T46N-R12W. A-2. Tompkins Homes and Development, Inc., owner. David T. Butcher, surveyor.
2. Joanna Place. S26-T46N-R12W. A-2. Sherman and Joanna Horton, owners. Michael L. Klasing, surveyor.
3. Burkholder. S9-T48N-R11W. R-M. Emanuel-Sheila Burkholder Trust, owner. J. Daniel Brush, surveyor.
4. Gilmore Woods. S35-T46N-R12W. A-2. Stacie M. Gilmore, owner. Curtis E. Basinger, surveyor.

Done this 2nd day of April, 2013.

ATTEST:


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


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 2nd day of April 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the Intergovernmental Cooperation Agreement between the County of Boone, the City of Columbia and The Curators of the University of Missouri as it relates to the collaborative adaptive management implementation process for Hinson Creek.

The terms of this Cooperative Contract are stipulated in the attached Intergovernmental Cooperation Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Intergovernmental Cooperation Agreement.

Done this 2nd day of April, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

INTERGOVERNMENTAL COOPERATION AGREEMENT

This intergovernmental cooperation agreement (the "Agreement") is entered into on this 2nd day of APRIL, 2013, by and between the City of Columbia, Missouri, a Constitutional charter city of the State of Missouri (hereinafter referred to as the "City"), and the County of Boone in the State of Missouri (hereinafter referred to as "County"), and The Curators of the University of Missouri (hereinafter referred to as "University"); and may collectively be referred to as the "Parties."

WHEREAS, a Total Maximum Daily Load (TMDL) for Hinkson Creek was issued by the Federal Environmental Protection Agency (EPA) in 2011; and

WHEREAS, the City, County, and University are partners in a Municipal Separate Storm Sewer System (MS4) permit issued by the Missouri Department of Natural Resources, which is affected by the TMDL; and

WHEREAS, the City, County, and University entered into an agreement with the EPA and the Missouri Department of Natural Resources (DNR) to address the TMDL with a Collaborative Adaptive Management (CAM) process; and

WHEREAS, the City, County, and University wish to enter into an agreement with regard to how the Parties will contribute to projects that are initiated in the CAM process to address the TMDL.

NOW, THEREFORE, the parties agree as follows:

1. **TYPES OF PROJECTS.** The Parties will contribute to projects which are initiated in the CAM process to address the TMDL for research, study, or monitoring-type projects and for construction projects.

For research, study, or monitoring-type projects, the three entities will each be responsible for one-third of the project cost. The University shall coordinate research, study, or monitoring-type projects on behalf of the parties. Before any research, study, or monitoring-type project is started, the Parties shall agree in writing regarding the scope and details of the project, including a not-to-exceed amount for each project.

For construction projects, each entity will exercise discretion and control over projects and be responsible for the costs of projects conducted on its own property unless otherwise agreed between the parties in writing.

2. **APPROPRIATIONS.** All types of projects shall be subject to the appropriations of the Parties who shall pay for the projects. Subject to these appropriations, the Parties shall each delegate in writing a person who shall be responsible for implementing this agreement and any associated documents or contracts to give this agreement effect.



1300660A

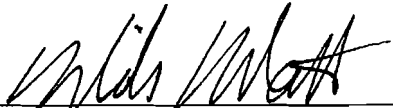
COL. CITY
CAM PROJ HINKSON CREEK

3. **TERM.** The effective date of this Agreement is the date the last party executes the Agreement and provides original executed documents to the other Parties. Any of the Parties may terminate this Agreement at any time by providing the other Parties written notice of their intent to terminate at least thirty (30) days in advance of the intended termination date
4. **ASSIGNMENT.** None of the Parties may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other Parties.
5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of the City, County and University. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
6. **ENTIRE AGREEMENT.** The Parties state that this Agreement contains the entire agreement between the Parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
7. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have been duly authorized to execute this Agreement as of the day and year first above written.

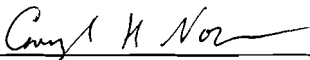
CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

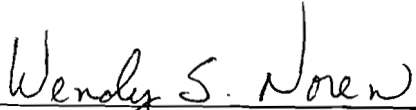
APPROVED AS TO FORM:


~~Fred Boeckmann, City Counselor~~
Cavanaugh Nae

BOONE COUNTY, MISSOURI

By: 
Dan Atwill, Presiding Commissioner

ATTEST:

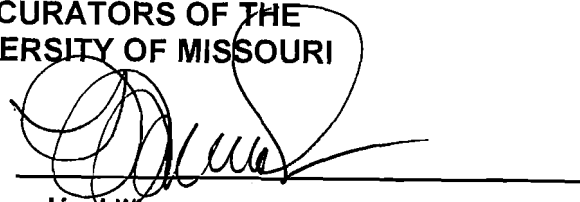

Wendy Noren, County Clerk *my*

APPROVED AS TO FORM:


C.J. Dykhouse, County Attorney

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By:



Lisa J. Wimmenauer
Assoc. Director, Business Services

ATTEST:

~~Approved By~~

MAR 05 2013

PJH
General Counsel via EMAIL

021646

Permitted Record
Filed in Clerk's Office

Introduced by McDavid

First Reading 3-18-13

Second Reading 4-1-13

Ordinance No. 021646

Council Bill No. B 78-13

AN ORDINANCE

authorizing an intergovernmental cooperation agreement with Boone County, Missouri, and The Curators of the University of Missouri as it relates to the collaborative adaptive management implementation (CAM) process to address the total maximum daily load (TMDL) for Hinkson Creek; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an intergovernmental cooperation agreement with Boone County, Missouri, and The Curators of the University of Missouri as it relates to the collaborative adaptive management implementation (CAM) process to address the total maximum daily load (TMDL) for Hinkson Creek. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

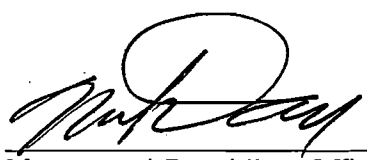
SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 1st day of April, 2013.

ATTEST:

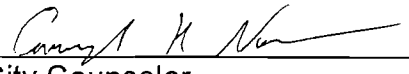


City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

164-2013

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ca.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 2nd day of April 20 13

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 Cooperative Contract 3-121101RJ to purchase one (1) 2013 Ford Fusion for the Prosecuting Attorney from Joe Machens Ford of Columbia, MO and dispose of one (1) 2000 Chevrolet Malibu, fixed asset tag 12457 (serial #1G1ND52J8Y6329933).

The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal form.

Done this 2nd day of April, 2013.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 28, 2013
RE: Cooperative Contract: 3-121101RJ – 2013 Ford Fusion for the Prosecuting Attorney

Purchasing and the Prosecuting Attorney request permission to utilize the Missouri Department of Transportation cooperative contract *3-121101RJ – 2013 Light Duty Vehicles* with Joe Machens Ford of Columbia, Missouri to purchase a Ford Fusion S.

Total cost of contract is \$16,799.00 and will be paid from department 1261 –Prosecuting Attorney, account 92400 – Replacement Auto / Trucks. \$17,775 was budgeted.

The Purchasing Department requests permission to dispose of the following surplus: 2000 Chevrolet Malibu, fixed asset tag 12457 (serial #1G1ND52J8Y6329933).

Attached is the Disposal Form for signature.

cc: Greg Edington, PW
Bonnie Adkins, PA
Contract File



PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

3/20/13

REQUEST
DATE

507
VENDOR
NO.

Joe Machens Ford

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)

#3-121101RJ

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2040

Bill to Department #1261

Department				Account				Item Description	Qty	Unit Price	Amount
1	2	6	1	9	2	4	0 0	2013 Ford Fusion S	1	16,799.00	16,799.00
								Exterior Color: Sterling Gray			

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
Bonnie Adams
 Requesting Official

cy 3/28/13
 Auditor Approval

BOONE COUNTY

RECEIVED

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

MAR 20 2013

DATE : 3/20/13

FIXED ASSET TAG NUMBER: 12457

BOONE COUNTY AUDITOR

DESCRIPTION: 2000 CHEVROLET MALIBU 4DOOR

REQUESTED MEANS OF DISPOSAL: Trade or Sell

OTHER INFORMATION:

CONDITION OF ASSET: Poor

REASON FOR DISPOSITION: Has almost 100,000 miles on it and is in bad condition.

COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check 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: When new vehicle arrives.

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

DEPARTMENT: 1261

SIGNATURE

Bonnie Adkins

AUDITOR

ORIGINAL PURCHASE DATE	<u>6/22/2000</u>	RECEIPT INTO	<u>1261-3835</u>
ORIGINAL COST	<u>15,018.00</u>	GRANT FUNDED (Y/N)	<u>N</u>
ORIGINAL FUNDING SOURCE	<u>2731</u>	GRANT NAME	_____
ASSET GROUP	<u>1605</u>	% FUNDING	_____
		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 164-2013

DATE APPROVED 4-2-13

SIGNATURE *[Signature]*

**PURCHASE AGREEMENT
FOR
2013 Ford Fusion S
for the Boone County Prosecuting Attorney**

THIS AGREEMENT dated the 2ND day of APRIL 2013 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, Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a 2013 Ford Fusion S in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **3-121101RJ** 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 3-121101RJ 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) 2013 Ford Fusion S	\$16,799.00
Exterior Color: Sterling Gray	
Interior Color: Manufacturer's Standard	

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

4. **Title** - Title in the name of: Boone County Prosecuting Attorney. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Prosecuting Attorney 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.

164-2013

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, INC.

BOONE COUNTY, MISSOURI

by *Heidi Sees*
title *Fleet Manager*

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

J. J. [Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk *mg*

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.)

Jane E. Pichford
Signature by *cpj*

3/28/13
Date

1261-92400 - \$16,799.00
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. 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.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
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 Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

164-2013

16. 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.



**Missouri Department of Transportation
Bid Tabulation of Request 3-121101RJ Light Duty Vehicles
Multiple Award**

ITEM # 19 - New standard equipped 2013 Mid Size 4-Door Sedan, Gas Engine
Options A-D apply. See Options Tab for details.

Vendor	Make/Model	CASH/MSRP	MSRP	Turn	Full	Oil	Cap	Base Price	Option	Pricing	Std
								19A	19B	19C	ARO (days)
Don Brown Chevrolet	CHEVROLET MALIBU	22	34	16	4			\$18,856.00	STD	NA	80
Putnam Chevrolet	CHEVROLET MALIBU	22	34	15	5			\$18,744.00	STD	NA	60-90
Joe Machens Ford	FORD FUSION SE (1.6 Turbo)	23	36	16.5	4.3			\$19,017.00	NC	NA	\$1,200.00 60-90
Joe Machens Ford	FORD FUSION SE (2.0 Turbo)	22	33	16.5	5.7			\$20,187.00	NC	NA	\$1,200.00 60-90
Joe Machens Ford	FORD FUSION S	22	34	16.5	5.3			\$16,799.00	NC	NA	\$1,200.00 60-90
Shawnee Mission Ford Inc.	FORD FUSION	22	34	16.5	5.3			\$16,869.00	STD	Eco-Boost \$3775 2.0L	NA 90-120
Dave Sinclair Ford Inc.	FORD FUSION	22	32	16.5	6			\$16,944.00	STD	NA	NA 60-90
Blue Springs Ford	FORD FUSION	22	34	16.5	5.7			\$16,867.00	INC	NA	NA 90-120
West Bros Chevrolet	CHEVROLET MALIBU	22	33	17	5			\$19,099.00	INC	NA	NA 70
West Bros Chrysler	DODGE AVEANGER	19	27	16.9	6			\$18,058.00	INC	235HP \$1598 3.6	NA 90-120
Joe Machens Capital City Ford	FORD FUSION	22	34	16.5	5			\$16,768.00	STD	NA	NA 60-90
Gem City Ford	FORD FUSION	22	34	16.5	5			\$17,385.00	INC	NA	NA 90
Friendly Ford, Inc.	FORD FUSION	23	36	16.5	4			\$20,463.00	NC	Eco-Boost \$1416 2.0L Leather \$995	NA 90-120
Roberts Chevrolet	CHEVROLET MALIBU	22	34	18.5	5			\$18,959.00	STD	NA	NA 40-75



Missouri Department of Transportation
Bid Tabulation of Request 3-121101RJ Light Duty Vehicles
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

VENDOR INFORMATION

Name: Don Brown Chevrolet
Contact name: Dave Helderbrand
Address Line: 2244 S. Kingshighway
Address Line: St. Louis, MO 63110
Telephone #: 314-772-1400
Cellular Phone #: NA
Email address: dave@donbrownchevrolet.com

Name: Joe Machens Ford
Contact name: Kelly Sells
Address Line: 1911 West Worley
Address Line: Columbia, MO 65203
Telephone #: 573-445-4411, ext. 119
Cellular Phone #: NA
Email address: ksells@machens.com

Name: Putnam Chevrolet
Contact name: Derek VanLoo
Address Line: 500 W. Buchanan
Address Line: California, MO 65018
Telephone #: 573-796-2131
Cellular Phone #: 573-338-1117
Email address: derek_vanloo@putnamchevrolet.com

Name: West Brothers
Contact name: John Schaefferkoetter
Address Line: PO Box 519
Address Line: Sullivan, MO 63080
Telephone #: 888-468-3178
Cellular Phone #: 573-205-3925
Email address: johns@westbrothers.com

Name: Joe Machens Capital City Ford
Contact name: Mike Rogers
Address Line: 807 Southwest Blvd
Address Line: Jefferson City, MO 65109
Telephone #: 573-634-4444
Cellular Phone #:
Email address: mrogers@machens.com

Name: Roberts Chevrolet
Contact name: Dean Meier
Address Line: 1600 E. Prairie View Road
Address Line: Platte City, MO 64079
Telephone #: 800-300-3575
Cellular Phone #:
Email address: fleet@robertscb.com

VENDOR INFORMATION

Name: Shawnee Mission Ford Inc.
Contact name: Jay Cooper
Address Line: 11501 W. Shawnee Mission Parkway
Address Line: Box 3179
Address Line: Shawnee, KS 66203-0179
Telephone #: 913-248-2287
Cellular Phone #: NA
Email address: jay.cooper@shawneemissionford.com

Name: Dave Sinclair Ford Inc.
Contact name: Les Williams
Address Line: 7466 S. Lindbergh
Address Line: St. Louis, MO 63125
Telephone #: 314-892-2600
Cellular Phone #: NA
Email address: lwilliams@davesinclair.com

Name: Gem City Ford
Contact name: Danny Schwartz
Address Line: 5101 Broadway
Address Line: Quincy, IL 62305-3505
Telephone #: 217-222-8700
Cellular Phone #: 217-257-9577
Email address: bpn@gemcityford.com

Name: Friendly Ford, Inc.
Contact name: Christopher Lawson
Address Line: 3241 S. Glenstone
Address Line: Springfield, MO 65804
Telephone #: 417-447-5652
Cellular Phone #:
Email address: friendlyford@gmail.com

Name: Blue Springs Ford
Contact name: Mike Hilker
Address Line: 3200 S. Outer Road
Address Line: Blue Springs, MO 64015
Telephone #: 816-229-4400
Cellular Phone #:
Email address: mhilker@bluespringsford.com



**Missouri Department of Transportation
Bid Tabulation of Request 3-121101RJ Light Duty Vehicles**

% Discount off MSRP for all Data Book or Pricing Guide Options

Vendor	% MSRP Discount
Don Brown Chevrolet	10%
Joe Machens Ford	8%
Putnam Chevrolet	10%
Shawnee Mission Ford Inc.	10%
Dave Sinclair Ford Inc.	10%
Blue Springs Ford	8%
West Brothers Chrysler/Chevrolet	10%
Roberts Chevrolet	10%
Joe Machens Capital City Ford	10%
Gem City Ford	0%
Friendly Ford, Inc.	0%



**Missouri Department of Transportation
Bid Tabulation of Request 3-121101RJ Light Duty Vehicles
Multiple Award**

****See each Bid Tab Item Page to see what options apply to that Item.**

ITEM # 19 - New standard equipped 2013 Mid Size 4-Door Sedan, Gas Engine

All units must contain the following options:

Standard, minimum 4 cylinder engine
Automatic Transmission
Air conditioning
LH & RH mirrors
Tires:(4) manufacturer's standard all season, plus full size spare and wheel
ABS Brakes 4 Wheel
Brakes, Hydraulic power, front and rear disc
Speed control and tilt wheel
Rubber floor mats that are deep tread with an upright outer ridge that keeps the mud and water on the mat

Optional Equipment

Option 19A: Power Windows and Door Locks
Option 19B: Defroster Rear Window electric
Option 19C: Alternate V6 engine in lieu of 4 cylinder
Option 19D: Vinyl Seats

Search Results

Current Search Terms: Joe* machens*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.794.20130318-2349

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 2nd day of April 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number One – 052910 – Spacesaver Storage Furniture assigning the contract to Bradford Systems Corporation from Peterson Business Systems, Inc. The terms of this amendment are stipulated in the attached Contract Amendment Number One. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 2nd day of April, 2013.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 27, 2013
RE: Contract Amendment Number One – 052910 – Spacesaver Storage Furniture

Contract *052910 – Spacesaver Storage Furniture* was approved in commission on February 5, 2013, commission order 60-2013. The attached amendment assigns the contract to Bradford Systems Corporation from Peterson Business Systems, Inc. All other terms and conditions remain the same.

This is a County-wide Term and Supply contract.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
SPACESAVER STORAGE FURNITURE**

The Agreement **052910** dated February 5, 2013 made by and between Boone County, Missouri and Peterson Business Systems, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Contract 052910 is hereby assigned to **Bradford Systems Corporation** (FEIN 36-2719573) from Peterson Business Systems Inc. (FEIN 43-1057864) per the attached Agreement and Consent to Assignment of Contract document signed by Curt Rogers of Bradford Systems Corporation and Philip Peterson of Peterson Business Systems, Inc. on March 11, 2013.

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendment Number One shall remain in full force and effect.

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

BRADFORD SYSTEMS CORPORATION

BOONE COUNTY, MISSOURI

by [Signature]

by: Boone County Commission

title General Manager

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[Signature]
Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION

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

[Signature]
Signature *by aff*

3/27/13
Date

County-Wide Term & Supply -
No Encumbrance Required
Appropriation Account

**AGREEMENT AND CONSENT
TO ASSIGNMENT OF CONTRACT
052910 - SPACESAVER STORAGE FURNITURE**

PETERSON BUSINESS SYSTEMS INC.
938 S. HIGHWAY DRIVE
FENTON, MO 63026
FEIN#: 43-1057864
(Assignor)

BRADFORD SYSTEMS CORPORATION
430 COUNTRY CLUB DRIVE
BENSENVILLE, IL 60106
FEIN #: 36-2719574
(Assignee)

RE: . Contract 052910 – Spacesaver Storage Furniture

The Assignor, as named above, assigns the contract in its entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles Boone County – Missouri to performance by Assignee of all obligations under the contract. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases Boone County – Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by Boone County pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by Boone County.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance

IN WITNESS THEREOF, the parties HERETO HAVE EXECUTIED this Agreement and Consent on the date as stated below.

Peterson Business Systems, Inc.

by Philip Peterson
Printed Name: Philip Peterson
Title: President
Date: 3/11/13

Bradford Systems Corporation

by: Curt Rogers
Printed Name: CURT ROGERS
Title: SENIOR PROJECT DIRECTOR
Date: 3/11/13

165-2013

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

County of COOK)
State of IL)ss
)

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

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

[Signature]
Affiant Date
Timothy P Leyden
Printed Name

Subscribed and sworn to before me this 20 day of MARCH, 2013.

[Signature]
Notary Public
"OFFICIAL SEAL"
NOTARIO PUBLICO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/29/2014

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