

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 10th day of April 20 12
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Amendment Number Two to 20-06MAY08 – Metal Culvert Pipe with Metal Culverts, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 10th day of April, 2012.

ATTEST:

Wendy S. Noren cc
 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

Absent
 Skip Elkin
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 23, 2012
RE: Amendment Number Two – 20-06MAY08 – Metal Culvert Pipe

Contract 20-06MAY08 – Metal Culvert Pipe was approved by commission for award to Metal Culverts, Inc. on June 12, 2008, commission order 289-2008. This amendment adds pricing for 42” culvert pipe through June 30, 2012.

Invoices will continue to be paid from department 2040 – PW Maintenance Operations, account 26420 - Culverts.

cc: John Sullivan, Resource Management
Contract File

**CONTRACT AMENDMENT NUMBER TWO
PURCHASE AGREEMENT FOR
METAL CULVERT PIPE – TERM AND SUPPLY
CONTRACT # 20-06MAY08**

The Agreement dated June 12, 2008 made by and between Boone County, Missouri and Metal Culverts, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. AMEND AND ADD 42” culvert pipe pricing per the attached quote dated March 12, 2012. Pricing will be in effect through June 30, 2012 and then shall be subject to renewal pricing clauses per contract.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

METAL CULVERTS, INC.

by Michael J. Tachman
title Manager of Sales/Production
Expediting

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

J. R. Boone
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, 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.)

Jane E. Pitchford
Signature by ajf

4/3/12
Date

2040 / 26420 – Term and Supply
No Encumbrance Required
Appropriation Account

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

613 E. Ash Street, Room 110

Columbia, MO 65201

Phone: (573) 886-4391

Fax: (573) 886-4390

E-mail: mbobbitt@boonecountymo.org

March 12, 2012

Metal Culverts, Inc.
Attn: Greg Braumer
PO Box 330
Jefferson City, MO 65102-0330

Dear Mr. Braumer:

Could you please provide pricing for the following 42" pipe to be firm through June 30, 2012?
We will add these to our existing contract if the pricing is acceptable to the County..

42" Poly Coated, 10 Ga, LF	\$ <u>73.62</u>
42" Poly Coated, 12 Ga, LF	\$ <u>57.67</u>
42" Poly Coated, 14 Ga, LF	\$ <u>42.86</u>
42" Zinc Coated, 10 Ga, LF	\$ <u>54.35</u>
42" Zinc Coated, 12 Ga, LF	\$ <u>43.58</u>
42" Zinc Coated, 14 Ga, LF	\$ <u>30.72</u>
42" Band, 12" wide, 10 Ga, Poly Coated	\$ <u>110.43</u>
42" Band, 12" wide, 12 Ga, Poly Coated	\$ <u>86.51</u>
42" Band, 12" wide, 14 Ga, Poly Coated	\$ <u>64.29</u>
42" Band, 12" wide, 10 Ga, Zinc Coated	\$ <u>81.53</u>
42" Band, 12" wide, 12 Ga, Zinc Coated	\$ <u>65.37</u>
42" Band, 12" wide, 14 Ga, Zinc Coated	\$ <u>46.08</u>
42" Band, 24" wide, 10 Ga, Poly Coated	\$ <u>147.24</u>
42" Band, 24" wide, 12 Ga, Poly Coated	\$ <u>115.34</u>
42" Band, 24" wide, 14 Ga, Poly Coated	\$ <u>85.72</u>
42" Band, 24" wide, 10 Ga, Zinc Coated	\$ <u>108.70</u>
42" Band, 24" wide, 12 Ga, Zinc Coated	\$ <u>87.16</u>
42" Band, 24" wide, 14 Ga, Zinc Coated	\$ <u>61.44</u>

Sincerely,
Melinda Bobbitt, CPPB
Director of Purchasing

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 10th day of April 20 12

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

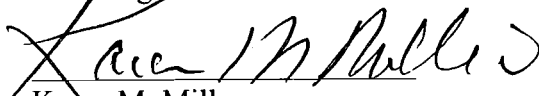
Now on this day the County Commission of the County of Boone does hereby approve the contract between Terracon and Boone County, Missouri for consultant services. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized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

Done this 10th day of April, 2012.

ATTEST:

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


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 10 day of April, 2012, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and **Terracon** (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2012 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2012. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional

services.

2.2 Time for Completion - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 Signatures - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. Compensation - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within

thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner; shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused ~~in whole or in part~~ by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

EL
2-13-12

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

TERRACON

By Eric H. Lidholm
ERIC H. LIDHOLM

Title SR. PRINCIPAL

Dated: 2-13-12

BOONE COUNTY, MISSOURI

By [Signature]
Presiding Commissioner

Dated: 4/10/2012

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 10th day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to account for both revenue and expenses associated with the City portion of the Seal Coat operation:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	3528	PW – Main Operations	Reimb Personnel/Projects		2,848.00
2041	3528	Pavement Preservation	Reimb Personnel/Projects		14,896.00
2041	71100	Pavement Preservation	Outside Services (rock)		2,329.00
2041	26300	Pavement Preservation	Chemical & Materials (oil)		8,401.00
2041	71700	Pavement Preservation	Equipment Rental (roller)		328.00
2041	71100	Pavement Preservation	Outside Services (sweeping)		368.00
2041	59000	Pavement Preservation	Fuel/gasoline (county equip & rented)		3,470.00

Done this 10th day of April, 2012.

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

Absent _____
 Skip Elkin
 District II Commissioner

SUBSSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 07/09/12 10:20:00

Year	2012	Original Appropriation	1,360,762.00
Dept	2041 PAVEMENT PRESERVATION	Revisions	
Acct	71202 CONTRACTOR COSTS	Original + Revisions	1,360,762.00
Fund	204 ROAD & BRIDGE FUND	Expenditures	
		Encumbrances	
Class/Account	A ACCOUNT	Actual To Date	
Account Type	E EXPENSE	Remaining Balance	1,360,762.00
Normal Balance	D DEBIT	Shadow Balance	1,360,762.00

Expenditures by Period

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

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

22000-	Postage	\$	150
26300-	Mat + Chem Sup	\$	442,600
59000-	Motofuel/Oil	\$	77,586
71100-	Out side Sew	\$	105,752
71202-	Contractor Cost	\$	1,360,762
71700-	Equip Rent	\$	13,150
			<u>\$ 2,000,000</u>

City Seal
cost - all
\$1,144.00

City = \$17,744.01

Material \$1,7318/51 * 857257 = \$ 14,896.42
 Labor \$ 3327/51 * 857257 = \$ 2847.62
\$ 17,744.01

-2040-03528
 Reimburse
 Personnel 11/19/12

2040-71100 Fuel	2477 + 1090 =	3567
26300 Oil	891 + 1020 =	1911
71100 Roadwork	1037 + 1070 =	2107
71100 Sewerage	1039 + 1070 =	2109
59000 Fuel	368 + 1070 =	1438
	<u>1,583</u>	<u>1,7402</u>

8572 =	2329
8572 =	8401
8572 =	328
8572 =	368
8572 =	3470
	<u>\$14,896</u>

2010 Seal Coat Costs

	<u>Installed Qty (sy)</u>	
Iron Mountain Trap Rock	79,056	Subdivisions & Clearview Rd.
Osage River Rock	<u>141,362</u>	Rangeline Rd. and Cedar Tree Ln.
Total	220,418	

2010 Seal Coat Costs

<u>Base Costs</u>	<u>Cost</u>	<u>Cost/sy</u>	
Binder	\$196,352.33	\$0.891	
Sweeping - Contracted	\$8,493.75	\$0.039	
Roller Rental	\$8,200.00	\$0.037	
Labor	\$66,459.89	\$0.302	
Boone County Equipment	<u>\$81,025.68</u>	<u>\$0.368</u>	
Base Costs	\$360,531.65	\$1.636	
Screen Rental	\$5,115.00	\$0.065	(IMTR sy)
Screen Repair	\$725.00	\$0.009	(IMTR sy)
Screening Total	\$5,840.00	\$0.074	(IMTR sy)
Rock - Osage River Rock	\$34,889.95	\$0.247	(ORR sy)
<u>Anticipated 2011 Cost /sy</u>			
Rock		\$0.247	
Base Cost		<u>\$1.636</u>	
Total		\$1.882	
10% Contingency		\$0.188	
Total w/ Contingency		\$2.071	<i>Labor</i> <i>.302 = 1.268</i>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 1st day of March 20 12

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 the City of Columbia and Boone County, Missouri for 2012 pavement preservation projects. 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 1st day of March, 2012.

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
Absent
Skip Elkin
District II Commissioner

Introduced by McDavid

021224

First Reading 1-17-12

Second Reading 2-6-12

Ordinance No. 021224

Council Bill No. B 18-12

AN ORDINANCE

authorizing a road maintenance cooperative agreement with Boone County, Missouri relating to road maintenance along portions of St. Charles Road, Rock Quarry Road, Gans Road, Bearfield Road, Oakland Gravel Road, Old Miller's Road and Prathersville Road; 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 a road maintenance cooperative agreement with Boone County, Missouri relating to road maintenance along portions of St. Charles Road, Rock Quarry Road, Gans Road, Bearfield Road, Oakland Gravel Road, Old Miller's Road and Prathersville Road. 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 6th day of February, 2012.

ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

021224
COLUMBIA, MISSOURI
CITY CLERK'S OFFICE

**BOONE COUNTY AND CITY OF COLUMBIA
ROAD MAINTENANCE COOPERATIVE AGREEMENT**

2012 Pavement Preservation Projects

THIS AGREEMENT is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "Boone County" and the City of Columbia, Missouri, a political subdivision of the State of Missouri, herein "City".

WHEREAS, County and City desire to cooperate with each other on the maintenance of certain roadways in which both County and City have certain maintenance obligations; and

WHEREAS, the parties are authorized pursuant to the provisions of RSMo §70.220 to enter into this cooperative agreement; and

WHEREAS, cooperation between the parties for the purposes herein stated is intended to benefit each through the containment and reduction of associated costs as well as provide for the preservation and maintenance of the impacted roadways.

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 formalize the understanding between the parties regarding the sharing of costs associated with pavement preservation work to be done as part of the 2012 construction season.
2. **SHARED MAINTENANCE OBLIGATIONS:** Currently, Boone County is responsible for the maintenance of all of the roads referenced herein, as part of its road system, except that the City is responsible for a one half interest in maintenance responsibilities for those portions of the roads adjacent to property annexed into the City of Columbia. Said shared maintenance obligations are depicted in the Exhibits attached hereto and incorporated herein by reference.
3. **LOCATION:** The location of the 2012 Asphalt Overlay project is as follows: St. Charles Road to begin just west of Elderbrook Drive, and continue east approximately 2974 feet to Grace Lane. Rock Quarry Rd. to begin approximately 1,125 feet south of Zoe Lane, and continue south approximately 2,675 feet to

Gans Road. Gans Road to begin at Rock Quarry Road and continue east approximately 2,675 feet to Bearfield Road. Bearfield Road to begin approximately 190 feet south of Hollow Ridge Drive, and continue south approximately 7,104 feet to the end of pavement.

The locations of the 2012 Preservation Chip Seal projects are as follows:

Gans Road to begin at Bearfield Road and continue approximately east 2,525 feet to approximately 180 feet past Bradington Road. Oakland Gravel Road to begin at Teresa Drive and continue north and east approximately 3,625 feet to Alfalfa Drive. Old Millers Road to begin at the east right-of-way line of U.S. Highway 63 and continue east approximately 1,045 feet to Rolling Hills road. Prathersville Road to begin at the eat right-of-way line of Highway 763 and continue east approximately 3,835 feet to Lakeside Drive.

4. WORK CONTEMPLATED: Boone County will request bids for work to include but not limited to ditching, dig-out repairs, culvert replacements, driveway approach repairs, wedge/leveling course, asphalt overlay, and other associated preparatory work to complete the 2012 Asphalt Overlay Project.

Also, Boone County will perform, with its own forces, application of road oil, application of Osage River rock, Iron Mountain Trap Rock, or like aggregate, sweeping, and other associated preparatory work to complete the 2012 Preservation Chip Seal projects.

Additionally, the City will perform striping, as summarized below. The County's portion of the costs for the striping will be used to offset a portion of the City's costs incurred for the Asphalt Overlay and/or Preservation Chip Seal projects.

5. COST: The cost allocations for each bid item for the 2012 Overlay Project has been calculated based on the linear footage of shared responsibility versus the total length of the project, and are summarized below. The costs for the Preservation Chip Seal projects were calculated based on the surface area of pavement to be treated in areas of responsibility for each party and are summarized below.

2012 Asphalt Overlay Projects		
Road Name/Desc.	St. Charles Rd.	Rock Quarry Rd., Gans Rd., Bearfield Rd.
Project Length	2,974'	12,454'
Shared Length	2,254'	3,090'
City Only Length	225'	0'
County Only Length	495'	9,364'
Engineer's Estimate	\$ 126,677.00	\$ 360,674.00
County Responsibility	\$ 69,038.97 (54.5%)	\$ 315,950.42 (87.6%)
City Responsibility	\$ 57,638.03 (45.5%)	\$ 44,723.58(12.4%)

2012 Preservation Chip Seal Projects					
Road Name	Total Qty.	County Qty.	City Qty.	Unit Cost	City Cost
Gans Rd.	6,172 s.y.	3,086 s.y.	3,086 s.y.	\$ 2.07	\$ 6,388.02
Oakland Gravel Rd.	8,861 s.y.	7,217 s.y.	1,644 s.y.	\$ 2.07	\$ 3,403.08
Old Millers Rd.	1,552 s.y.	776 s.y.	776 s.y.	\$ 2.07	\$ 1,606.32
Prathersville Rd.	9,800 s.y.	6,734 s.y.	3,066 s.y.	\$ 2.07	\$ 6,346.62
Total			8592		\$ 17,744.04

2012 Striping By City					
Road Name	Description	Total Length	County Length	Unit Cost	County Cost
St. Charles Rd.	Double Yellow	2,974'	1,621'	\$ 0.12/L.F. x 2 lines	\$ 389.04
	White Edge	2,974'	1,621'	\$ 0.12/L.F. x 2 lines	\$ 389.04
Rock Quarry, Gans, Bearfield	Double Yellow	12,454'	10,909'	\$ 0.12/L.F. x 2 lines	\$ 2,618.16
Gans Rd. (Chip Seal)	Double Yellow	2,525'	1,263'	\$ 0.12/L.F. x 2 lines	\$ 303.12
Oakland Gravel Rd. (Chip Seal and 2012 County Overlay)	Double Yellow	4,945'	4,272'	\$ 0.12/L.F. x 2 lines	\$ 1,025.28
Prathersville Rd.	Double Yellow	3,835'	2,635'	\$ 0.12/L.F. x 2 lines	\$ 632.40
	White Edge	3,835'	2,635'	\$ 0.12/L.F. x 2 lines	\$ 632.40
Total					\$ 5,989.44

2012 Cost Summary: \$ 102,361.61 Asphalt Overlay Projects
 \$ 17,744.04 Preservation Chip Seal Projects
 - \$ 5,989.44 County Portion of Striping Cost by City
Total \$ 114,116.21 + 10% Contingency = \$ 125,527.83

TOTAL COST TO CITY NOT TO EXCEED \$ 126,000.00

6. Method of Payment: Upon completion of the Asphalt Overlay Project, and after settling of all payment to the contractor, a final cost to the City for said projects will be calculated by the County, at the established percentage of responsibility of the final project cost.

The estimated costs of the Preservation Chip Seal projects, as listed above will be used in the request for payment. Final measurements will not be made, unless actual material use indicates significant difference from planned quantities. If a change in this amount is made, the County will indicate said change on payment request to City.

The estimated costs for the Striping by the City, as listed above, will be used in the request for payment. Final measurements will not be made, unless actual material use indicated significant difference from planned quantities. If a change in this amount is made, the City shall notify the County as soon as possible upon completion of the striping, so an accurate payment request can be made.

Upon calculation of these final costs, following completion of all work for the construction season, The County will request payment from the City which will include the costs for Asphalt Overlay and/or Preservation Chip Seal projects, less the costs to the County of the Striping by City. The City will reimburse the County for requested costs incurred, within thirty (30) days of presentation of request.

7. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF the parties through their duly authorize representatives have executed this agreement effective as of the date of the last party and execute the same.


Executed by Boone County this 9th day of February, 2012

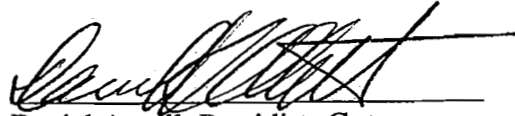
Executed by the City of Columbia this ____ day of _____, 2012.

CITY OF COLUMBIA

BOONE COUNTY


Mike Matthes, City Manager

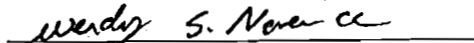

Stan Shawver, Director of Resource Management, Boone County


Daniel Atwill, Presiding Comm.

ATTEST:


Sheela Amin, City Clerk

ATTEST:


Wendy S. Noren, County Clerk

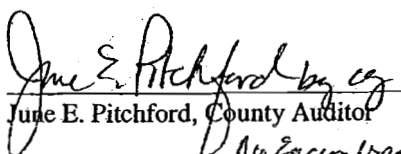
Director of Finance Certification:

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged 110-6022-521.49.90 and that there is an unencumbered balance to the credit of such an appropriation sufficient to pay therefore.


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.)

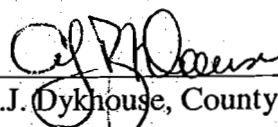

John Blattel, Director of Finance Date

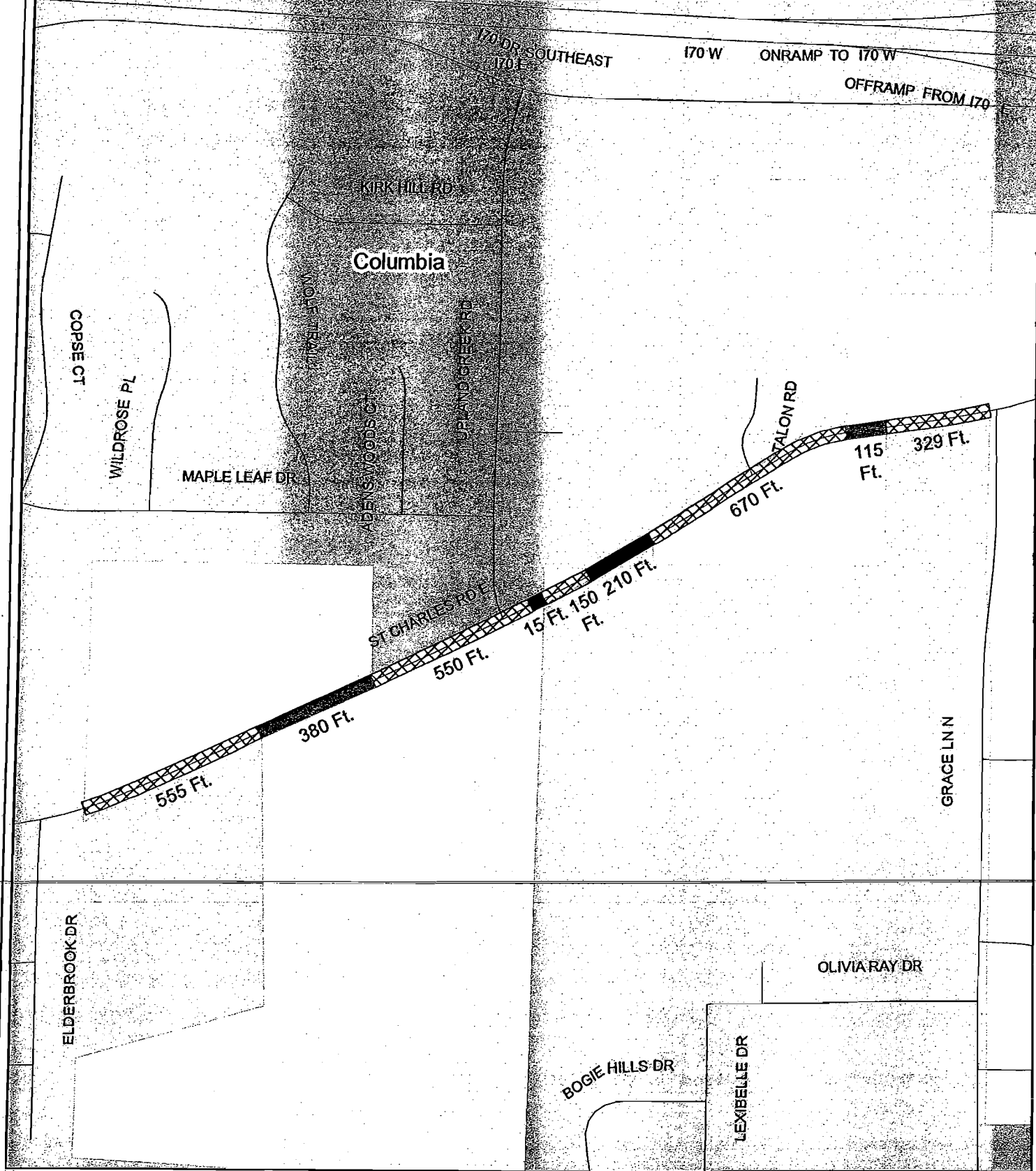
 2/24/12
June E. Pitchford, County Auditor Date
2646-3528
No Encumbrance Required

APPROVED AS TO FORM:


Fred Boeckmann, City Attorney

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor



2012 Asphalt Overlay

City of Columbia
and
Boone County

ST CHARLES RD



City



City and County



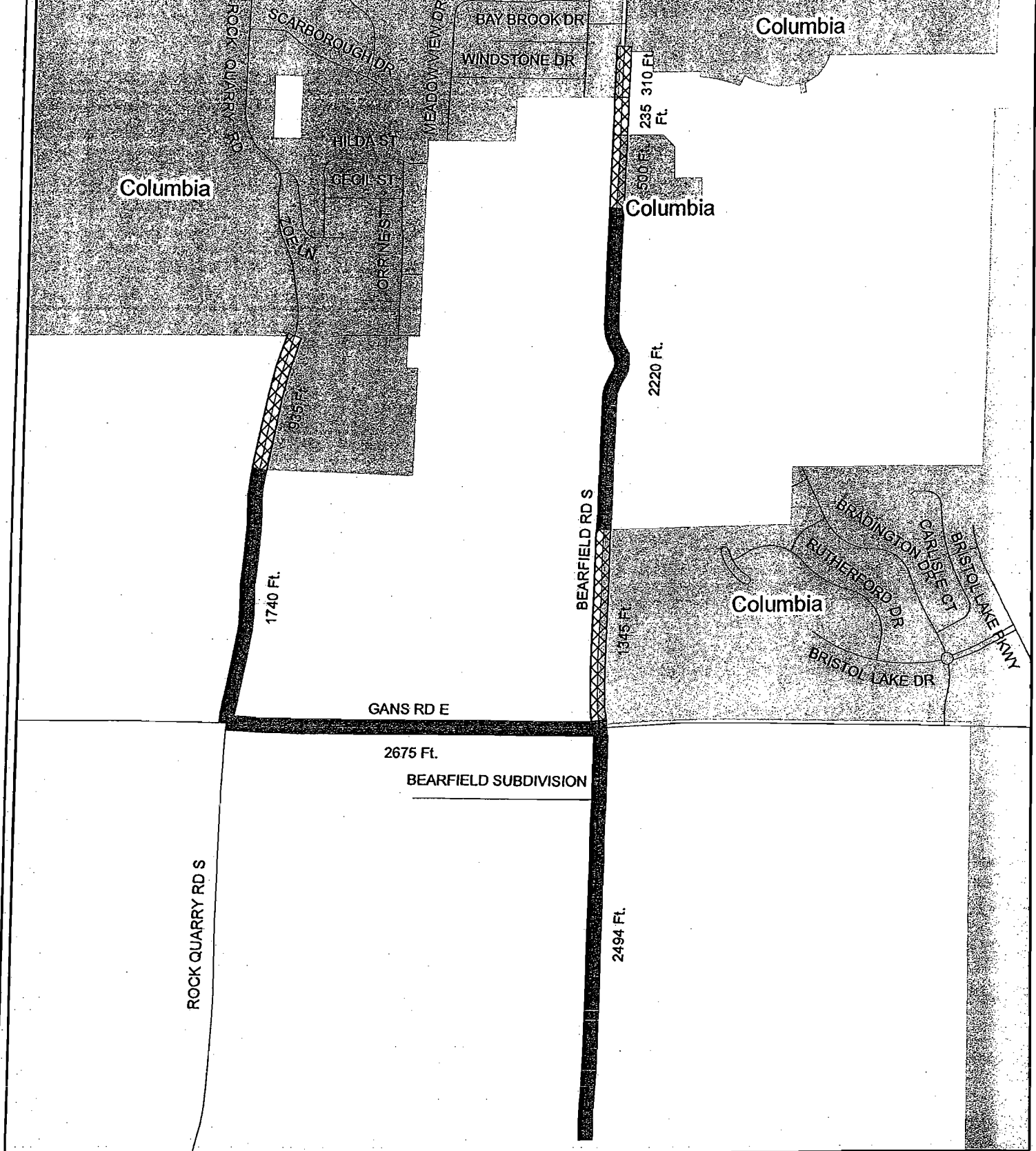
County



City Limits







Date: 9/27/2011



2012 Asphalt Overlay

City of Columbia
and
Boone County

ROCK QUARRY RD, GANS RD, &
BEARFIELD RD

-  City
-  City and County
-  County
-  City Limits



Date: 9/27/2011

BEARFIELD RD S

GANS RD E

BEARFIELD RD S

Columbia

2525 FL

RUTHERFORD DR

WYNDAVIL DR

RUTHERFORD DR

BRISTOL LAKE DR

BRADINGTON DR

BRADINGTON DR

BRISTOL LAKE PKWY

2012 Preservation Chip Seal

City of Columbia
and
Boone County

GANS RD



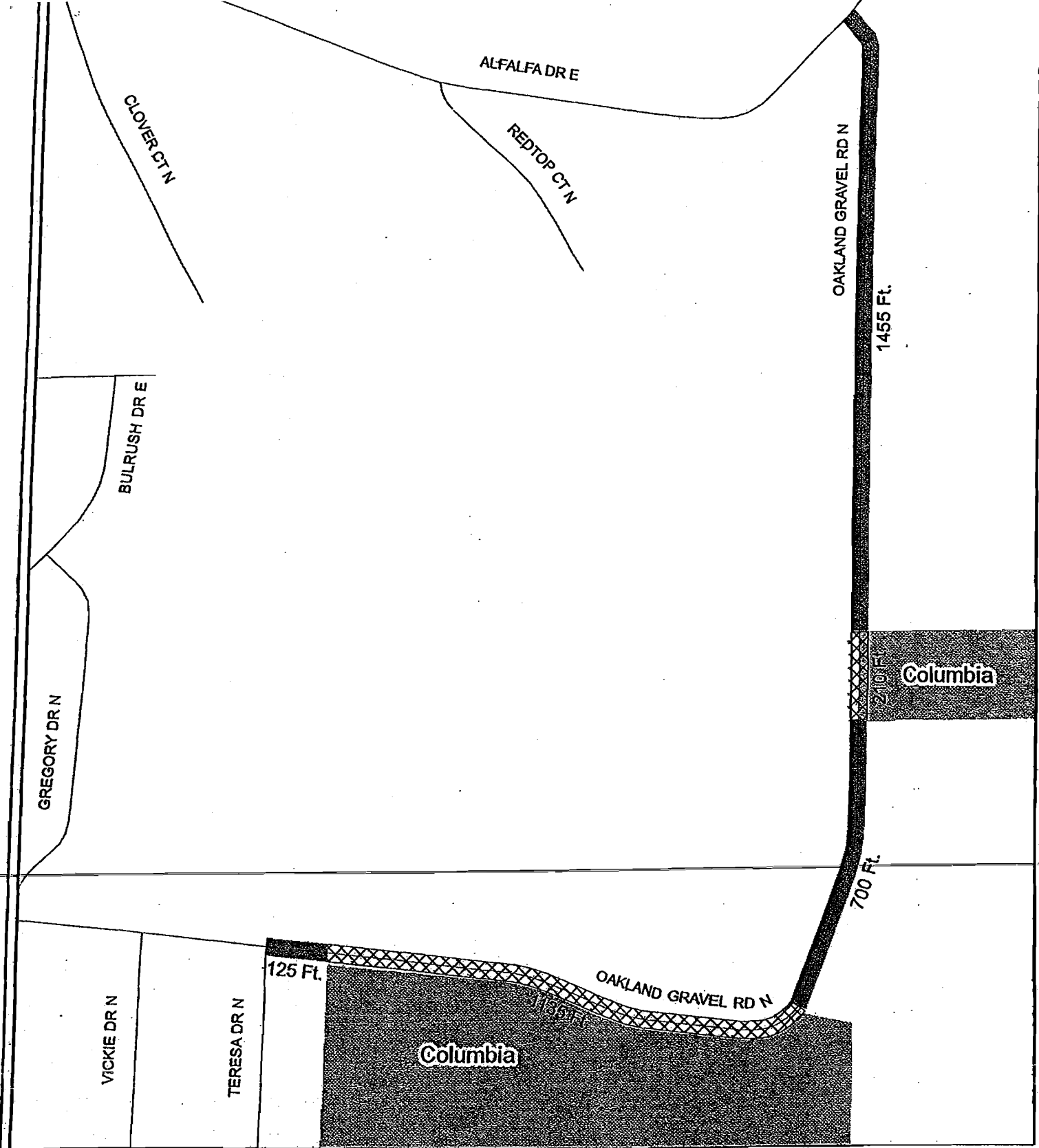
City and County



City Limits







Date: 9/27/2011



2012 Preservation Chip Seal

City of Columbia
and
Boone County

OAKLAND GRAVEL RD

-  City
-  City and County
-  County
-  City Limits



Date: 9/27/2011

Columbia

OLD MILLERS RD

1045
FL

ROLLING HILLS RD S

HIGHWAY 63 S NB

HIGHWAY 63 S SB

PONDEROSA ST S

2012 Preservation Chip Seal

City of Columbia
and
Boone County

OLD MILLERS RD



City



City and County



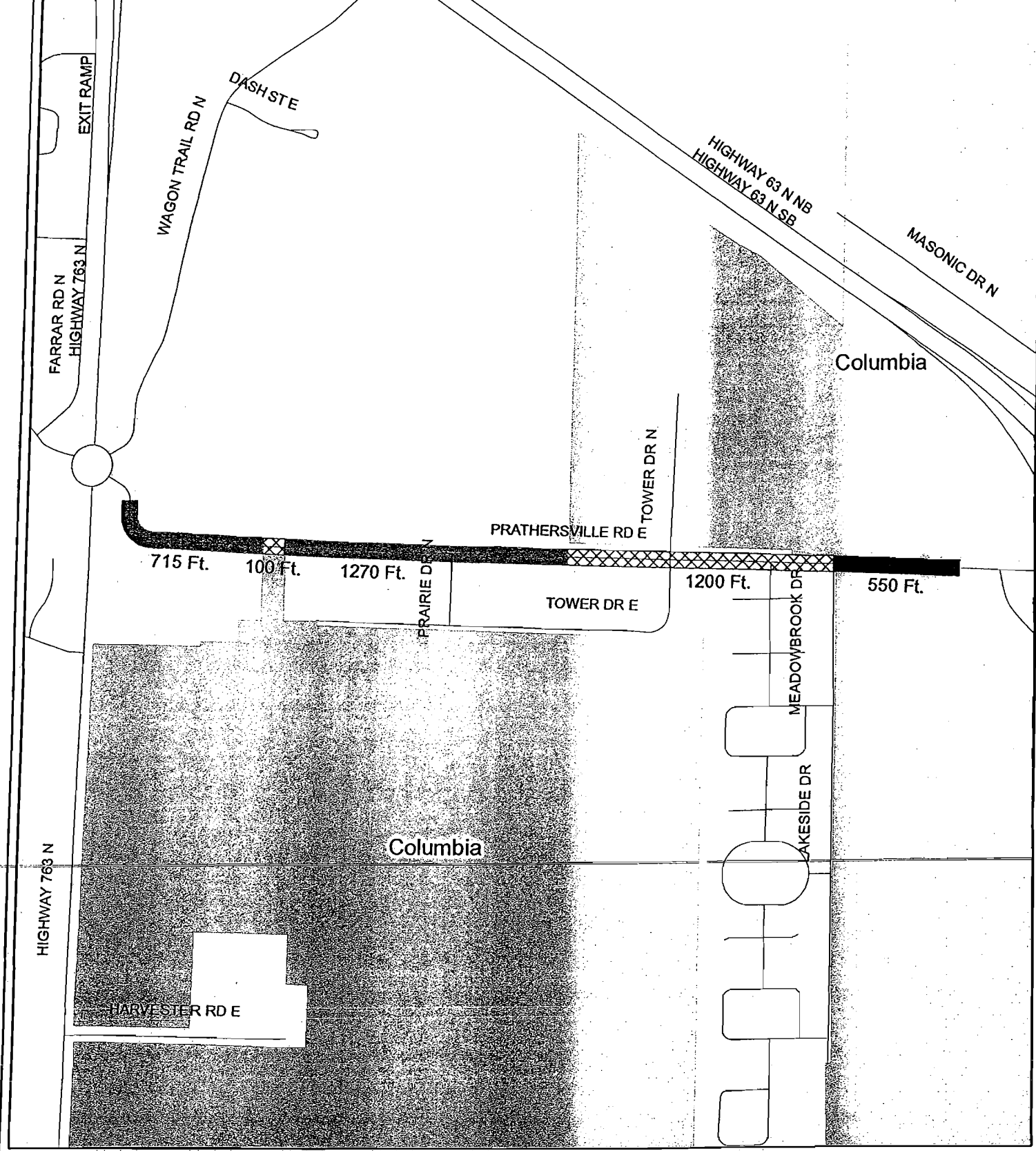
County



City Limits







Date: 9/27/2011



2012 Preservation Chip Seal

City of Columbia
and
Boone County

PRATHERSVILLE RD

-  City
-  City and County
-  County
-  City Limits



Date: 9/27/2011

Asphalt Overlay Projects - City of Columbia

Project Name	Description	Total Length (ft.)	County Only Length (ft.)	City Only Length (ft.)	Shared Length (ft.)	County Total Length (ft.)	City Total Length (ft.)	County %	City %
St. Charles Rd.	Elderbrook Dr. to Grace Ln.	2974	495	225	2254	1622	1352	54.5%	45.5%
Rock Quarry Rd., Gans Rd., Bearfield Rd.	City/County to EOP, Rock Quarry to Bearfield, City/County to EOP	12454	9364	0	3090	10909	1545	87.6%	12.4%

Preservation Chip Seal Projects - City of Columbia

Road Name		Road Width (ft.)	Total Length (ft.)	County Only Length (ft.)	City Only Length (ft.)	Shared Length (ft.)	County Total Length (ft.)			
Gans Rd.	Bearfield Rd. to Bradington Dr.	22	2525	0	0	2525	1262.5	1262.5	3086	3086
Oakland Gravel Rd.	Teresa Dr. to Alfalfa	22	3625	2280	0	1345	2952.5	672.5	7217	1644
Old Millers Rd.	Hwy 63 to Rolling Hills Rd.	22	635	0	0	635	317.5	317.5	776	
Prathersville Rd.	Hwy 763 to Lakeside Dr.	23	3835	1985	550	1300	2635			

Asphalt Overlay Projects - City of Columbia

Project Name	Description	Total Length (ft.)	County Only Length (ft.)	City Only Length (ft.)	Shared Length (ft.)	County Total Length (ft.)	City Total Length (ft.)	County %	City %
St. Charles Rd.	Elderbrook Dr. to Grace Ln.	2974	495	225	2254	1622	1352	54.5%	45.5%
Rock Quarry Rd., Gans Rd., Bearfield Rd.	City/County to EOP, Rock Quarry to Bearfield, City/County to EOP	12454	9364	0	3090	10909	1545	87.6%	12.4%

Preservation Chip Seal Projects - City of Columbia

Road Name	Description	Road Width (ft.)	Total Length (ft.)	County Only Length (ft.)	City Only Length (ft.)	Shared Length (ft.)	County Total Length (ft.)	City Total Length (ft.)	County Area (SY)	City Area (SY)
Gans Rd.	Bearfield Rd. to Bradington Dr.	22	2525	0	0	2525	1262.5	1262.5	3086	3086
Oakland Gravel Rd.	Teresa Dr. to Alfalfa	22	3625	2280	0	1345	2952.5	672.5	7217	1644
Old Millers Rd.	Hwy 63 to Rolling Hills Rd.	22	635	0	0	635	317.5	317.5	778	776
Prathersville Rd.	Hwy 763 to Lakeside Dr.	23	3835	1985	550	1300	2635	1200	6734	3067
									Total	8573

Fund Statement - Road & Bridge Fund 204 and 208 Combined (Major Fund)

	2010 Actual	2011 Budget	2011 Projected	2012 Budget
REVENUES:				
Property Taxes	\$ 1,223,426	\$ 1,228,600	\$ 1,287,700	\$ 1,253,000
Assessments	-	-	-	-
Sales Taxes	11,932,107	11,470,000	12,410,000	12,645,000
Franchise Taxes	-	-	-	-
Licenses and Permits	8,644	9,500	8,540	5,000
Intergovernmental	1,336,154	1,157,000	1,314,328	1,797,174
Charges for Services	316,859	559,100	580,927	942,705
Fines and Forfeitures	-	-	-	-
Interest	48,399	46,610	53,715	45,780
Hospital Lease	-	-	-	-
Other	3,874	1,000	3,575	1,000
Total Revenues	14,869,463	14,471,810	15,658,785	16,689,659
EXPENDITURES:				
Personal Services	3,650,419	3,790,763	3,599,261	3,813,441
Materials & Supplies	2,486,150	2,767,399	2,043,172	2,727,571
Dues Travel & Training	16,089	30,950	17,609	36,102
Utilities	84,129	99,250	90,322	93,882
Vehicle Expense	581,320	791,079	740,194	856,470
Equip & Bldg Maintenance	328,650	326,690	293,515	246,185
Contractual Services	6,352,885	8,117,796	7,321,707	11,968,235
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	180,473	-	350,000
Other	(67,417)	1,095	(149,570)	771,337
Fixed Asset Additions	589,795	1,121,648	1,117,058	1,385,330
Total Expenditures	14,022,020	17,227,143	15,073,268	22,248,553
REVENUES OVER (UNDER) EXPENDITURES	847,443	(2,755,333)	585,517	(5,558,894)
OTHER FINANCING SOURCES (USES):				
Transfer In	3,629	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	74,368	150,000	7,070	377,800
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	77,997	150,000	7,070	377,800
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	925,440	(2,605,333)	592,587	(5,181,094)
FUND BALANCE (GAAP), beginning of year	8,361,739	9,086,003	9,086,003	9,406,588
Less encumbrances, beginning of year	(1,622,614)	(1,421,438)	(1,421,438)	(1,149,436)
Add encumbrances, end of year	1,421,438	1,421,438	1,149,436	1,149,436
FUND BALANCE (GAAP), end of year	\$ 9,086,003	\$ 6,480,670	\$ 9,406,588	\$ 4,225,494
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	1,421,438	1,421,438	1,149,436	1,149,436
Designated:				
Capital Project and Other	1,039,400	1,039,400	2,989,000	-
Total Fund Balance Reserves and Designations, end of year	2,460,838	2,460,838	4,138,436	1,149,436
FUND BALANCE, end of year	9,086,003	6,480,670	9,406,588	4,225,494
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(2,460,838)	(2,460,838)	(4,138,436)	(1,149,436)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 6,625,165	\$ 4,019,832	\$ 5,268,152	\$ 3,076,058
Percent of expenditures	47.25%	23.33%	34.95%	13.83%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 10th day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish a budget to spend remaining funds in these two Justice Assistance Grants:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2530	91300	JAG - 2010	Machinery & Equipment		3,683.00
2530	23850	JAG - 2010	Minor Equipment		588.00
2531	23850	JAG - 2011	Minor Equipment		2,030.00
2530	3411	JAG - 2010	Federal Grant Reimb.		4,271.00
2531	3411	JAG - 2011	Federal Grant Reimb.		16,848.00

Done this 10th day of April, 2012.

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

Absent

Skip Elkin
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

3/26/12

EFFECTIVE DATE

FOR AUDITORS USE

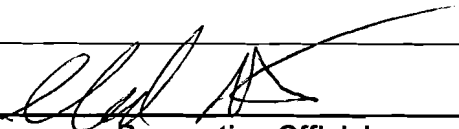
(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2530	91300	JAG - 2010	Machinery & Equipment		3,683
2530	23850	JAG - 2010	Minor Equipment		588
2531	23850	JAG - 2011	Minor Equipment		2,030
2530	3411	JAG-2010	Federal Grant Reimb.		4,271
2531	3411	JAG-2011	Federal Grant Reimb.		16,848

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

To establish a budget to spend remaining funds in these two Justice Assistance Grants.



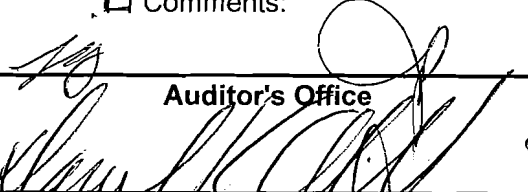
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

A schedule of previously processed Budget Revisions/Amendments is attached

A fund-solvency schedule is attached.

Comments:



Auditor's Office
PRESIDING COMMISSIONER



DISTRICT I COMMISSIONER

Absent

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

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

2010 JAG Budget - 2530
Total allocation for Boone County

\$73,553.00

Original Budget:

Pay to Columbia PD

Quantity	Price each	Total	Actual	Difference	Account	Date paid
				\$0.00	71250	12/8/2010

Corrections Division

Digital Video Recorder (DVR) for A pod

1	\$9,890.00	\$9,890.00	\$9,890.00	\$0.00	91300	2/17/2011
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Paid in 2011 on 2010 PO so does not show up in 2011 ledger

Operations Division

Gun rack for Armory

1	\$4,499.47	\$4,499.47	\$4,499.47	\$0.00	91300	1/19/2011
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Code 3 lightbar (Demo model 2700)

1	\$900.00	\$900.00	\$900.00	\$0.00	23850	10/25/2010
---	----------	----------	----------	--------	-------	------------

Explosives storage containers

1	\$4,270.73	\$4,270.73	\$3,682.90	\$587.83	91300	2/7/2012 B/A in Progress
---	------------	------------	------------	----------	-------	--------------------------

Migration of department to Glock 22/23
 Glock 40 cal spares

33	\$119.00	\$3,927.00	\$3,927.00	\$0.00	92300	4/27/2011
14	\$409.00	\$5,726.00	\$5,726.00	\$0.00	91300	4/27/2011

Safariland 6360 ALS holster for K9 Deputy
 Streamlight TLR-1 light for K9 Deputy

1	\$118.00	\$118.00	\$118.00	\$0.00	23850	11/30/2010
1	\$90.00	\$90.00	\$90.00	\$0.00	23850	11/30/2010

Total: \$29,421.20 \$587.83

Agrees to Ledger

4,270.73 Revenue rolled to 2012
 (3,682.90) FY12 Expenditures per Schedule above
587.83 Remaining

Dept 2530

0
 1,243.00 +
 2,439.60 +
 3,682.60 *

BA

*Dept. 2530
 Ed Roehr Safety
 Products
 Purchase Rec. 0. c*

261.00 +
 326.83 +
587.83 *

BA

2530

COPY 91300
Packing List



1100 Dylan Drive / Lawrenceburg, KY 40342
Ph: 800-634-6250
502-859-3850
Fx: 502-859-3851
E-mail: sales@blasterstool.com
Website: www.blasterstool.com



S.O. No.: 12-31890
Date: 2/7/2012

Bill To:
BOONE COUNTY SHERIFF'S OFFICE
801 E. WALNUT
ROOM 112
COLUMBIA, MO 65201

Ship To
BOONE COUNTY SHERIFF'S DEPARTMENT
2121 COUNTY DR.
COLOMBIA, MO 65202
ATTN: CHAD MARTIN

Special Instructions				Customer E-mail: cmartin@boonecountymo.org Customer Phone: 573-208-4034		
		Customer Type	GSA			
		Terms Confirmed	PD/CC			
P.O. No.:	Ordered By:	Sales Rep:	Account #:	Ship Via:	Terms:	
VERBAL	CHAD MARTIN	KS		BEST WAY	Net 30 or Credit Card	
Item	GSA/SIN	Description	Ordered	Shipped	Prev. Shipp...	Back Ordered
15152	426-4E	C770 DAY BOX	4		0	
15185	426-4E	C880 DAY BOX - OD: 16 x 13 x 11	2		0	
Freight		Shipping and Handling	1		0	

Thank you for your business.

\$1,243.00

TREAD CORPORATION

COPY

2530/91300

176 EASTPARK DRIVE, ROANOKE, VA. 24019 PHONE 540.982.6881 FAX 540.982.4.836

ORDER ACKNOWLEDGMENT

ORDER
ORDER NUMBER 109914
ORDER DATE 02/07/2012 12.00.00 AM
CUST NUMBER 206294

COMMENTS
 THIS IS AN ORDER ACKNOWLEDGMENT.
 PLEASE REVIEW THIS ACKNOWLEDGMENT
 AGAINST YOUR ORDER REQUIREMENTS.
 ALL INQUIRIES OR CHANGES SHOULD REFERENCE
 ORDER NUMBER 109914

SOLD TO
 BOONE CO. SHERIFF'S DEPT.
 2121 COUNTY DRIVE
 COLUMBIA, MO 65202

SHIP TO
 BOONE COUNTY SHERIFFS DEPT.
 2121 COUNTY DRIVE
 COLUMBIA, MO 65202
 CAPT. CHAD MARTIN 573-228-4034

CUSTOMER PO#
 VISA
 SHIP VIA

TERMS
 VISA PAID IN FULL
SHIPPING TERMS
 Freight prepaid

SALESPERSON
 FOB POINT

ORDER NUMBER
 109914
DESIRED SHIP DATE
 3/9/12

LINE #	SHIP QTY	PART ID	DESCRIPTION	TAX	UNIT PRICE	EXTENSION
2	7	280.0011	LOCK AMERICAN AH-10 WITH 2 KEYS		41.38	289.66
3	1		SHIPPING		275.00	275.00
4	1	TC09638	TYPE 2 INDOOR 36"X24"X36" W/CASTERS		1,875.24	1,875.24
SUB TOTAL						\$2,439.90
ORDER TOTAL						\$2,439.90

THANK YOU FOR YOUR ORDER

MERCHANT COPY

TREAD CORPORATION
 176 EASTPARK DRIVE
 ROANOKE, VA 24019

Terminal #: 00000091
 FEB 14, 12 11:14 AM

VISA
 *****2077 N
SALE REF #: 000001
 BATCH #: 000446 AUTH #: 064319
AMOUNT \$2439.90

APPROVED

540-982-6881
 THANK YOU

CUSTOMER COPY

Fund Statement - Law Enf - Dept of Justice Grant Fund 253 (Nonmajor)

	2011 Actual	2012 Budget	2012 Projected	2013 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	71,597	21,119	21,119	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	-	-	-	-
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	71,597	21,119	21,119	-
EXPENDITURES:				
Personal Services	-	-	-	-
Materials & Supplies	15,668	2,618	2,618	-
Dues Travel & Training	1,464	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	36,909	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	15,098	3,683	3,683	-
Total Expenditures	69,139	6,301	6,301	-
REVENUES OVER (UNDER) EXPENDITURES	2,458	14,818	14,818	-
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	2,458	14,818	14,818	-
FUND BALANCE (GAAP), beginning of year	733	0	0	0
Less encumbrances, beginning of year	(18,009)	(14,818)	(14,818)	-
Add encumbrances, end of year	14,818	14,818	-	-
FUND BALANCE (GAAP), end of year	\$ 0	\$ 14,818	\$ 0	\$ 0
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	14,818	14,818	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	14,818	14,818	-	-
FUND BALANCE, end of year	0	14,818	0	0
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(14,818)	(14,818)	-	-
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ (14,818)	\$ 0	\$ 0	\$ 0

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 10th day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the collaborative adaptive management implementation schedule and agreement for the Hinkson Creek TMDL between the Missouri Department of Natural Resources, the U.S. Environmental Protection Agency, the Curators of the University of Missouri, the City of Columbia, and Boone County, Missouri. 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 10th day of April, 2012.

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

Absent
 Skip Elkin
 District II Commissioner

**COLLABORATIVE ADAPTIVE MANAGEMENT IMPLEMENTATION
SCHEDULE AND AGREEMENT FOR HINKSON CREEK TMDL**

by and between

Missouri Department of Natural Resources
U.S. Environmental Protection Agency
County of Boone, Missouri
Curators of the University of Missouri
City of Columbia, Missouri

March, 2012

Compiled for signature by:

David A. Shorr
Lathrop & Gage LLP
314 East High Street
Jefferson City, MO 65101

COLLABORATIVE ADAPTIVE MANAGEMENT IMPLEMENTATION SCHEDULE AND AGREEMENT FOR HINKSON CREEK TMDL

The parties to this Collaborative Adaptive Management Implementation Schedule and Agreement for Hinkson Creek TMDL (“Agreement”) are the Missouri Department of Natural Resources (“MDNR”), the U.S. Environmental Protection Agency (“EPA”), and the permittees to MS4 Permit No. MO-0136557, the County of Boone, Missouri (“Boone County”), the Curators of the University of Missouri (the “University of Missouri”), and the City of Columbia, Missouri (“Columbia”). Boone County, the University of Missouri, and Columbia may collectively be referred to as the “Permittees.” The Permittees, MDNR, and EPA may collectively be referred to as the “Parties.”

Background

EPA finalized a Total Maximum Daily Load for Hinkson Creek under the Federal Clean Water Act (“CWA”) on or about January 28, 2011 (the “Hinkson Creek TMDL”) which indicates that the Hinkson Creek TMDL is “a phased and adaptive plan to restore water quality conditions in the Hinkson Creek watershed.” (Hinkson Creek TMDL at *ix*).

Through the phased Hinkson Creek TMDL, EPA used information available at the time of the Hinkson Creek TMDL, but expressly incorporated into that document a recognition that additional data and information would be collected to validate the assumptions of the Hinkson Creek TMDL or to reassess the Hinkson Creek biocommunity and other water quality parameters. (Hinkson Creek TMDL at *ix*). The MDNR and EPA both recognize that it may be appropriate to revise the Hinkson Creek TMDL based on analyses performed after additional data and information has been collected. (*Id.*).

MDNR seeks to ensure appropriate implementation of TMDLs for waters wholly within the State of Missouri through its continuing planning process, the permitting process, and other mechanisms. MDNR has agreed to implement the Hinkson Creek TMDL using a phased and adaptive plan, in full cooperation and coordination with the Parties, as described in this Agreement.

The Parties desire to address the water quality issues described in the Hinkson Creek TMDL. The Parties have constructed an operational framework and schedule for implementing the phased approach indicated in the Hinkson Creek TMDL through this Agreement. The Agreement provides for the establishment of an iterative process to provide a community-based approach to improving the water quality and biological characteristics of Hinkson Creek.

MDNR has developed two general criteria for identifying situations where a collaborative adaptive management approach may be appropriate: (1) there is a need for action within a system with significant scientific complexity and uncertainty, where additional data acquired through sampling or modeling may be appropriate, and (2) the issue is of such importance that MDNR and community stakeholders are committed to long-term engagement using this process and to providing the required resources. Both of these criteria are present in the evaluation of Hinkson Creek.

There are a significant number of scientific or technical complexities and uncertainties regarding the Hinkson Creek watershed. The Hinkson Creek TMDL measured and determined impairment in terms of the biological community, per the applicable water quality standard. The Hinkson Creek TMDL concludes that no one pollutant may be entirely responsible for the problem, and neither EPA nor MDNR has identified any sole contaminant(s) responsible. Collaborative adaptive management allows the Parties and other community stakeholders to collaboratively examine a number of potential actions to improve water quality in Hinkson Creek with the goal of achieving compliance with applicable water quality standards.

Based on the foregoing, the Parties hereby agree to implement a phased approach to the Hinkson Creek TMDL issued by EPA through the implementation of a collaborative adaptive management approach and schedule as described in this Agreement.

Definitions

A. *Adaptive Management.* In general, Adaptive Management is an approach that uses scientific methodologies in the design, implementation, and evaluation of management strategies. Adaptive management is based on assessment, planning, action, monitoring, evaluation and adjustment based on knowledge gained. If done correctly, it is both effective and efficient. When it works best, decision-making improves over time as more information is gathered. Adaptive Management is specifically encouraged by EPA for use in implementation of the Hinkson Creek TMDL. See Letter from Karl Brooks to Ed Robb, Aug. 31, 2011, attached hereto as **Attachment 1**.

B. *Collaborative Adaptive Management (“CAM”).*¹ CAM is a stakeholder-based adaptive management process for decision-making, dealing with the scientific and socio-economic complexities and uncertainties inherent in many ecosystems. It uses an iterative process to make changes and then determine the effect of those changes on water quality. CAM is a method for taking management actions and mapping their influence on the health of the stream ecosystem, including the biological community. CAM does not pre-determine the actions that are taken, but allows a focus on those actions that are most effective in improving water quality. Collaborative adaptive management can be used in complex systems where physical, chemical and biological processes must be monitored in order to gain understanding of the system or area of interest. It is ideal for working in complex systems where it is difficult to directly compare results because of natural variability (such as stream flow). CAM can be more effective than other approaches in accepting, and dealing with, the complexities and uncertainty. As used in this Agreement, it is the process through which the Stakeholder Committee will make recommendations to MDNR, Columbia, Boone County and University of Missouri.

C. *Effective Date.* The Effective Date of this Agreement is the date the last party executes the Agreement and provides original executed documents to the other Parties.

¹ The terms and provisions of this Agreement are based in part on guidance by the Missouri DNR in a June 6, 2011, Memorandum regarding Collaborative Adaptive Management. In addition, concepts in the agreement are modeled after the U.S. Department of Interior on Adaptive Management, “Adaptive Management: The U.S. Department of Interior Technical Guide” (2007).

D. *Hinkson Creek*. Hinkson Creek is a water body located in Boone County, Missouri, and more particularly described on Page iii of the Hinkson Creek TMDL.

E. *Hinkson Creek TMDL*. The United States Environmental Protection Agency Region 7 Total Maximum Daily Load for Hinkson Creek (MO_1007 and _1008) located in Boone County, Missouri established on January 28, 2011 and signed by Karen A. Flournoy, Acting Director of the Water, Wetlands and Pesticides Division, which is attached hereto as **Attachment 2**.

F. *MS4 Permit*. MS4 Permit means the Missouri State Operating Permit, number MO-0136557, issued by MDNR to the Permittees under the National Pollution Discharge Elimination System authorizing discharges from the Permittees' municipal separate storm sewer systems. The current version of the MS4 Permit was issued effective January 28, 2011, with an expiration date of January 27, 2016. The Parties anticipate modifying the MS4 Permit consistent with paragraph 14.1 below.

General Provisions

1. The goals and objectives of this Collaborative Adaptive Management Agreement are to implement the Hinkson Creek TMDL and improve Hinkson Creek by: (1) identifying primary pollutants of concern if possible, (2) improving diversity of key indicator micro and macro invertebrate species, (3) improving stream ecosystem health and general water quality in Hinkson Creek, (4) establishing a meaningful stakeholder process that ensures appropriate actions are taken within reasonable timeframes, and (5) achieving the ultimate goal of Hinkson Creek meeting applicable water quality standards, as developed by MDNR and approved by the Missouri Clean Water Commission and the EPA. In pursuing these goals and objectives, the Parties intend to take actions and conduct monitoring as necessary to ultimately demonstrate that applicable water quality standards are met.

2. The Parties have established an operational framework for addressing water quality issues for Hinkson Creek. Consistent with the terms of this Agreement, a stakeholder committee has been assembled to implement the terms of this Agreement and provide for additional processes, as necessary, to meet the goals and objectives of this Agreement.

3. The Parties shall endeavor to successfully implement collaborative adaptive management as described herein to implement the Hinkson Creek TMDL.

4. The Parties agree that when MDNR submits to EPA for approval an updated Section 303(d) List of impaired waters in 2012, Hinkson Creek will no longer appear on the Section 303(d) List for unknown pollutants because the Hinkson Creek TMDL has been established for these water body/pollutant pairs (this Agreement does not impact MDNR's listing decision for bacteria for Hinkson Creek WBID 1008). Rather, as part of the next biennial integrated Missouri Water Quality Report ("305(b) Report") submitted to EPA in 2012 pursuant to CWA Section 305(b), 33 U.S.C. § 1315(b) (which also includes the above-mentioned CWA Section 303(d) List), MDNR shall re-categorize Hinkson Creek as a Category 4A waterbody for unknown pollutants consistent with MDNR's *Methodology for the Development of the 2012 Section 303(d) List in Missouri*, as approved by the Missouri Clean Water Commission on

September 8, 2010, pursuant to 10 CSR 20-7.050(4)(A). If MDNR determines that Hinkson Creek meets applicable water quality standards in the future, MDNR would formally document this conclusion by updating the 305(b) Report to EPA, which would occur no sooner than 2014. In the future, a TMDL may be established for bacteria and/or other pollutants with respect to Hinkson Creek, in which case the Parties may choose to discuss and/or address such TMDL through collaborative adaptive management, although nothing in this Agreement requires the Parties to do so.

Establishment Tasks

5. Stakeholder Committee and its Teams.

5.1 Creation of a Stakeholder Committee. The Permittees, with MDNR's concurrence, have identified interested parties, including elected officials, to represent the broad variety of interests and viewpoints. This group of community stakeholders was appointed by members of the Columbia City Council; the Boone County Commission; and a representative appointed on behalf of the Curators of the University of Missouri, to carry out the tasks outlined in this Agreement. The Stakeholder Committee includes representatives of Columbia, Boone County, the University of Missouri, MDNR, affected business and community groups, and members of the community who live in the watershed. These stakeholders and members of the teams defined below must commit to the process as outlined in this Agreement and will serve without compensation.

5.2 Creation of an Action Team. The Permittees have appointed several non-elected representatives of the Parties to this group. This team will serve as a liaison group between the entire Stakeholder Committee and any Parties charged with carrying out identified tasks. This team may propose actions as described below, and will evaluate the feasibility of action recommendations from the Stakeholder Committee, and will report back to the Stakeholder Committee any problems with implementation. The Action Team will work with the Stakeholders to resolve the implementation problems prior to forwarding the recommendation to their respective implementing organizations.

5.3 Creation of a Science Team. A Science Team has been appointed consisting of not more than nine (9) persons, not holding public office. The purpose of the Science Team is to identify, evaluate and advance the necessary scientific studies needed to support the collaborative adaptive management processes described herein. The Science Team will coordinate monitoring and modeling for Hinkson Creek related to the collaborative adaptive management process. This team will respond to inquiries from and make recommendations to the Stakeholder Committee. The Science Team is responsible for understanding available scientific information that is applicable to the questions at hand, selecting the best and most relevant information, and synthesizing it into reports for the Stakeholder Committee. This team is to be populated by individuals with scientific backgrounds and credentials relating to the areas of biology, hydrology, ecology, chemistry, botany, geomorphology and other physical science disciplines to evaluate characteristics of Hinkson Creek. The best available science is considered to be relevant scientific studies from all credible sources including peer-reviewed government and university research, other published studies, and Science Team original research products. Applicable historic information, privately produced technical reports, and unpublished data may

have value and are considered as long as they can be assessed for accuracy and credibility. To prevent multiple and/or duplicate requests of the Science Team, the Stakeholder Committee as a body must submit all requests for additional information or guidance to the Science Team. Members of the Stakeholder Committee are not to develop a request or contact individual members of the science team except through a process developed and approved by the Stakeholder Committee.

5.4 The Stakeholder Committee, in consultation with the Action Team and Science Team, shall make written recommendations to the Parties regarding various actions or monitoring activities. The Stakeholder Committee, Action Team, and Science Team shall each develop reasonable and fair procedures with respect to the frequency of their meetings, making their recommendations (by majority vote or otherwise), and shall explain any dissenting viewpoints in communicating such recommendations.

6. Hinkson Creek Monitoring. The Science Team will design sampling and analysis plans for Hinkson Creek in cooperation with MDNR and EPA. Such sampling and analysis plans shall include an implementation schedule which identifies the responsible parties to conduct the sampling and analysis, and a schedule with interim milestones and a completion date.

6.1 Such plans will meet the protocols of an EPA- and MDNR-approved Sampling and Analysis Plan and Quality Assurance Project Plan (“QAPP”). For any plan that does not already have an approved QAPP, MDNR and EPA shall make good faith efforts to review and act on any such plan within 30 calendar days of receipt. In the event that such review time exceeds 30 calendar days, the Permittees may provide written notice to MDNR and EPA of any actions under this Agreement that will be delayed or otherwise affected by such extended review. Upon providing such notice, the due date for any affected actions will be extended by the number of days requested beyond 30 calendar days until MDNR and EPA approval, modification, or disapproval.

6.2 The Sampling and Analysis Plan shall take into consideration sample locations to provide data to determine characteristics of the various significant tributaries to the Hinkson Creek. In the event that samples need to be collected during non-representative flow conditions, the Parties agree to take such conditions into account as appropriate when reviewing the resulting data.

Implementation Phase

7. Design of Proposed Actions. A series of action alternatives will be proposed by the Action Team to make progress towards meeting the goals and objectives set forth in Paragraph 1 of this Agreement. These actions and alternatives may be segment specific and based upon sampling information gained from the monitoring program and information provided by the Science Team. Additionally, continued refinement of proposed actions shall occur upon receipt of further monitoring evaluation done at the completion of each action item. The refinement of proposed actions shall occur within 90 calendar days of the Action Teams receipt of monitoring evaluations.

8. Selection of Action. An action, or set of actions, will be selected for implementation and the resulting change in conditions will be monitored sufficiently for comparison with data collected under paragraphs 6 and 9.

8.1 Within 120 calendar days of receiving a proposed action from the Action Team, the Stakeholder Committee, in consultation with the Action Team and Science Team, shall make written recommendations to the respective Permittees regarding various actions or monitoring activities, including a draft budget and timeframe for implementation. The Stakeholder Committee shall provide a copy of each recommendation to each of the Parties.

8.2 The Permittees each agree to either (a) implement each recommendation from the Stakeholder Committee that would involve action on their part, or, (b) within 90 calendar days after receiving such recommendation (or such other timeframe as specified in the recommendation or as the Parties may agree), send the Stakeholder Committee and other Parties a written proposal to modify the recommendation, reject the recommendation, or request additional time to make such decision. Such proposal shall explain the reasons for any proposed modification or rejection or any request for additional time. Within 60 calendar days after receiving such proposal, the Stakeholder Committee shall decide whether to accept the proposal or propose further modifications to it. If further modifications are proposed, the affected Permittees shall review such proposal within 60 calendar days of receipt, and, if necessary, resubmit consistent with this section.

8.3 Without limiting the Parties' ability to initiate dispute resolution as set forth in paragraph 21, any of the Parties may invoke Dispute Resolution at any time before the 30th day after an action or monitoring activity is agreed to by one of the Permittees, or at any time before the 30th day after an action is rejected by the Permittee(s) and/or Stakeholder Committee.

8.4 After an action or monitoring activity is agreed upon or otherwise resolved in connection with a Dispute Resolution process, and at least annually, the Permittees shall incorporate such recommendation, including its schedule for implementation, as an update to the Permittees' Stormwater Management Program and Plan ("SWMP") pursuant to Section 4.4 of the Permittees' MS4 Permit.

9. Evaluative Monitoring. Once an action is selected and implemented, evaluative monitoring and/or modeling shall be required to be conducted by the Permittees, unless otherwise agreed by the Parties, to determine the effectiveness of the action selected consistent with MDNR and EPA Sampling and Analysis Plan and Quality Assurance Project Plan.

10. Action Revisions. After evaluating the impact of the action, the action and monitoring shall be revised based on what is learned and the cycle shall be repeated or other actions may be chosen for implementation. If additional actions shall continue, the process for selection of an action will begin again as set forth in paragraph 8. Additional actions may be determined by the Parties as not needed at the point Hinkson Creek is assessed as no longer impaired by the Parties consistent with paragraph 11 and the reservations included within that paragraph. MDNR and EPA recognize that implementation of the Hinkson Creek TMDL will be

adaptive and iterative, using new data or information to adjust the implementation activities. (Hinkson Creek TMDL at x).

11. Determining Success / Completion and Termination. The Stakeholder Committee will periodically review data regarding Hinkson Creek's response to each action or set of actions taken under this Agreement. In assessing the degree of such response, the Stakeholder Committee shall use as a baseline the MDNR data referenced in Section 4.5.2.1. through 4.5.2.4. of the Hinkson Creek TMDL and the methods provided. The Stakeholder Committee will prioritize monitoring conducted pursuant to paragraph 18.1 of this Agreement, as well as consider any other existing and readily available water quality related data assembled by MDNR, to determine what actions appear to be most effective and to determine and document whether the State of Missouri's water quality standards have been met. The collaborative adaptive management process may reach a logical end, and this Agreement may be terminated, as follows:

11.1 Meeting Water Quality Standards for the protection of aquatic life.

- a. *EPA-approved Method*. If Hinkson Creek is determined to be attaining compliance with applicable water quality standards for the protection of aquatic life, including as determined by calculating and scoring the appropriate metrics in accordance with the Missouri Stream Condition Index ("MSCI") scale described in the February 2002 MDNR document *Biological Criteria for Wadeable/Perennial Streams in Missouri*² and as described in paragraphs 11.1.a.i. through 11.1.a.iii. below, then no further additional actions shall be required by the Permittees under this Agreement or the Hinkson Creek TMDL.
 - i. A multi-metric MSCI score shall be calculated at a minimum for each of the eleven (11) historic Hinkson Creek sampling sites for samples collected pursuant to this Agreement. This sampling will be conducted during stable base flow sampling events, at least one of which will be collected in the Spring (mid-March through mid-April) and one in the Fall (mid-September through mid-October).
 - ii. To demonstrate full attainment of Missouri's narrative water quality standards for the protection of aquatic life for Hinkson Creek, the MSCI score determined pursuant to paragraph 11.1.a.i of this Agreement shall be compared to those of the reference streams contained within the Ozark/Moreau/Loutre Ecological Drainage Unit (the EDU that contains Hinkson Creek). The determining factor will be the percentage of scores of 16 or greater. This percentage shall be calculated consistent with Tables 1.2

² MDNR, 2002. Biological Criteria for Wadeable/Perennial Streams of Missouri, *available at:* <http://www.dnr.mo.gov/env/esp/docs/BiologicalCriteriaforWadeableStreamsofMissouri.pdf>, and attached hereto as **Attachment 3**.

and B.1 in the Methodology for the Development of the 2012 Section 303(d) List in Missouri, attached hereto as **Attachment 4**.

- iii. Additionally, regardless of the demonstration in paragraph 11.1.a.ii, any individual sampling site that scores less than 16 in the majority of the sampling events shall be deemed impaired. In such case, consistent with this Agreement and notwithstanding the “no further additional actions” language above, the Parties will pursue continued implementation consistent with paragraphs 7 through 10 of this Agreement, and may focus such implementation to address the individual sampling site impairment.
- b. In the alternative to the EPA Approved Method above, the Parties may pursue the Alternative Method described below.
 - i. If Hinkson Creek is determined to be achieving compliance with applicable water quality standards for the protection of aquatic life, as determined in accordance with the applicable Listing Methodology document approved by the Missouri Clean Water Commission and/or other scientifically sound methods, then no further additional actions shall be required of the Permittees under this Agreement or the Hinkson Creek TMDL. With respect to the biological condition of Hinkson Creek, using Missouri’s Listing Methodology document referenced above, full attainment will be evaluated by calculating and scoring the appropriate metrics in accordance with the MSCI scale or other method as included in the Missouri Listing Methodology Document at the time the stream is evaluated. Similarly, all other water quality parameters will be evaluated in a manner consistent with Missouri’s current Listing Methodology Document as approved by the Missouri Clean Water Commission pursuant to 10 CSR 20-7.050(4)(A). *See, e.g., Methodology for the Development of the 2012 Section 303(d) List in Missouri*, as approved by the Missouri Clean Water Commission on September 8, 2010 (including description of how to assess for compliance with narrative water quality standards for the protection of aquatic life using biological data based on numeric thresholds).
- c. *Procedures for Documenting WQS Attainment.* The following procedures shall govern any termination of this Agreement using either procedure referenced above in paragraphs 11.1.a. or 11.1.b.:

- i. A written analysis of the technical, scientific, and legal basis for the conclusion that Hinkson Creek meets the applicable water quality standards shall be presented to the Science Team for its review and analysis.
- ii. Within a reasonable time thereafter, or other timeframe as agreed by the Parties, the Science Team shall provide a written recommendation to the Stakeholder Committee, with a copy to each of the Parties, as to whether or not Hinkson Creek meets the applicable water quality standards.
- iii. Prior to the close of the public comment period regarding the Section 303(d) List, the Stakeholder Committee shall make a written recommendation to MDNR, with a copy to each of the Parties, as to whether or not Hinkson Creek meets the applicable water quality standards.
- iv. If the Parties agree with the Stakeholder Committee's recommendation, the Parties may terminate this Agreement on the basis of meeting the applicable water quality standards. Alternatively, if one or more of the Parties believes that Hinkson Creek has achieved compliance with the applicable water quality standards, but at least one of the Parties disagrees, then the following procedures shall apply. After allowing MDNR at least 60 days to consider and/or respond to the Stakeholder Committee's recommendation, any one of the Parties may invoke Dispute Resolution consistent with paragraph 21 below.

11.2 *Identification of a specific Pollutant.* The process may also end and the Agreement may be terminated if a specific pollutant is identified, and the TMDL is subsequently modified or revised. Any modification of the TMDL shall be consistent with CWA requirements, including EPA review and approval when appropriate. Modification of the TMDL is not subject to Dispute Resolution as set forth in Paragraph 21 below. The Parties retain all rights with regard to the modification or revision of the TMDL provided under the CWA and/or the Missouri Clean Water Law.

11.3 *Extension based on Permit cycle.* Prior to each expiration date listed on the Permittees' MS4 permit, the Parties shall decide whether to renew or extend the term of this Agreement. This Agreement will terminate on the expiration date of the Permittees' MS4 Permit if one of the Parties provides notice of termination by certified mail at least 30 days prior to such date. If no such notice is received, then the Agreement will be extended for successive additional one-year terms, unless the Parties otherwise agree.

11.4 *Unresolved Dispute.* In the event that a dispute cannot be resolved through the process set forth in paragraph 21, any one of the Parties may terminate this Agreement. Notice of such termination shall be by certified mail directed to the representative of the Parties identified in paragraph 22 of this Agreement and shall be tendered within 15 calendar days of the conclusion of the mediation or Informal Dispute Resolution process. Upon such termination, all Parties reserve all rights and defenses afforded to them under applicable law.

11.5 *As Otherwise Agreed.* The Parties may otherwise agree in writing to terminate or modify this Agreement.

Costs

12. The Stakeholder Committee will draft suggestions to guide the process of cost sharing for the implementation of this Agreement. The ultimate determination of the distribution of costs rests with the appropriate legal bodies legally authorized by the State of Missouri through the Constitution and statutes for each of the respective Parties (for example: MDNR, the Columbia City Council; the Boone County Commission; and the Curators of the University of Missouri, or their legal designees). The financial commitments of EPA are those solely outlined in paragraph 19 below. The financial commitments of MDNR are those solely outlined in paragraph 18 below. Nothing in this Agreement obligates EPA or MDNR to incur additional financial obligations.

Implementation of Hinkson Creek TMDL

13. This Agreement is designed to implement the Hinkson Creek TMDL through collaborative adaptive management processes. The primary objectives are described in paragraph 1 above. The action(s) necessary to reach this objective are to be determined by the committees and teams included herein with appropriate evaluation of their impacts upon the Parties, including the cost impact upon the residents and businesses existing within the Hinkson Creek watershed.

13.1 The collaborative adaptive management approach allows a wide range of activities to contribute to reaching the water quality goals; some of these activities may reduce stormwater run-off, others may improve the quality of the run-off that does occur; under collaborative adaptive management both can contribute to the solution by improving the biological community. By learning as the Stakeholder Committee, Science Team and Action Team implement actions, the goal of this Agreement is to find, collaboratively, the most effective approach(es) rather than be committed to one pre-determined approach.

Permits

14. Permits (such as the MS4 Permit) issued under the National Pollution Discharge Elimination System by MDNR for discharges into Hinkson Creek are typically issued for a period of five years.

14.1 This Agreement shall not be construed as a permit, or a modification of any permit, and the Permittees remain responsible for achieving and maintaining compliance with any applicable laws, regulations, and permits. Within 30 days after executing this

Agreement, the Permittees shall request that Sections 3.1.1 and 3.1.2 of their MS4 Permit be modified consistent with the revisions described within **Attachment 5** attached hereto, and MDNR and EPA agree to consider such modification, without revising the expiration date thereof, subject to receiving and reviewing relevant comments during any applicable public participation process. So long as MDNR modifies the MS4 Permit consistent with the language in Attachment 5, the Permittees agree not to appeal or otherwise challenge such modification. Upon executing this Agreement, the Permittees shall (1) implement best management practices and other actions and monitoring activities as recommended and agreed to pursuant to the terms of this Agreement and as will be reflected in revised Sections 3.1.1. and 3.1.2. of the MS4 Permit, and (2) update their SWMP within 12 months after the effective date of this Agreement and as otherwise necessary as described in paragraph 8.4 to reflect the actions taken per this Agreement.

14.2 In the event that the MS4 Permit is not modified consistent with the language included within Attachment 5, the Parties each reserve the right to invoke Dispute Resolution.

14.3 As the Parties, through the Stakeholder Committee and Science and Action Teams, learn more about the watershed and what actions are most effective in improving water quality, MDNR, subject to EPA oversight, might agree in its discretion to change some of those permitting limitations and conditions at the time of permit renewal.

Best Management Practices

15. Efforts to improve the water quality of Hinkson Creek have been undertaken by Columbia, Boone County, the University of Missouri, Governmental and Quasi-governmental Organizations, and private individuals since the last bioassessment in Hinkson Creek. Several dozen of these actions, costing millions of dollars, are discussed in the Hinkson Creek TMDL and included in the appendix of the Hinkson Creek TMDL. (Hinkson Creek TMDL at p. 63, Appendix D).

15.1 These efforts include storm water ordinances for both Columbia and Boone County. The ordinances require undisturbed buffers or set-backs along stream banks, with the width of the buffer increasing with stream size.

15.2 In addition, the Missouri Department of Transportation has moved its local maintenance operations facility, which had been just south of Interstate 70 on the east side of Hinkson Creek. This effectively removes a significant source of chlorides from the stream.

15.3 In addition to these actions, while the processes outlined in this Agreement are being implemented, Columbia, Boone County and the University of Missouri will continue to address risks to some of the State's narrative water quality criteria by implementation of protective City and County ordinances and University policies and implementing and documenting improved use of the best management practices ("BMPs") within the Hinkson Creek watershed.

15.4 Within 120 days after execution of the Agreement, the Action Team will provide recommendations to the Stakeholder Committee for specific early action projects as

called for in paragraph 15.3 above, to be implemented concurrently with the baseline monitoring to be performed by MDNR. The early action projects should be consistent with the goals and objectives of the Agreement.

Public Participation

16. The Collaborative Adaptive Management process described in this Agreement will be collaborative, interactive, and shall be conducted in accordance with Chapter 610 RSMo, otherwise known as the Sunshine Law. For purposes of this Agreement, the Parties acknowledge that the Stakeholder Committee, Action Team, and Science Team are public governmental bodies within the meaning of the Sunshine Law, and the Parties agree that the Stakeholder Committee, Action Team, and Science Team shall each handle their records and meetings subject to and in compliance with the Sunshine Law, including designating someone for each to serve as custodian under § 610.023 RSMo. A representative of Boone County is expected to handle administrative duties and serve as custodian with respect to the Stakeholder Committee, while a representative from the City of Columbia is expected to do so for the Action Team, and a representative from MDNR is expected to do so for the Science Team. Major decisions will be publicly announced through news releases and website announcements. Opportunities for public input will be periodically provided. Nothing in this Agreement makes the Sunshine Law applicable to EPA, which is subject to the federal Freedom of Information Act, 5 U.S.C. § 552 *et seq.*

Periodic Report

17. A report to the public will be prepared by the Permittees and approved by the Stakeholder Committee summarizing the activities of the Stakeholder Committee every year, and this Collaborative Adaptive Management report shall be included as part of the annual report described in Section 5.3 of the Permittees' MS4 Permit. The report may reference other documents prepared at the request of the Stakeholder Committee.

Actions of MDNR

18. MDNR will be an active participant in the Collaborative Adaptive Management process. MDNR will specifically provide:

18.1 Biomonitoring of micro and macro invertebrates and other indicator species as may be agreed to with the Science Team to determine the current level of species diversity. MDNR will provide sampling and analysis of the eleven (11) sampling locations previously sampled for the TMDL. Sample analysis shall be conducted two (2) times each year in the spring and fall. The sampling will be conducted for a three (3) year period at MDNR's expense, unless MDNR, EPA and the Permittees determine that the third year of monitoring is not necessary. MDNR will strive to meet the goal of notifying the Permittees' designated staff seven (7) calendar days before any proposed sampling period, or otherwise as soon beforehand as reasonably practical, MDNR will provide a participant to serve on the Stakeholder Committee and Science Team, and may appoint a representative to the Action Team if desired in the future. The participants may be the same individual or different individuals at MDNR's discretion.

18.2 While the Parties fully intend that implementation of the Hinkson Creek TMDL will be accomplished in accordance with the collaborative adaptive management process described in this Agreement for its duration, nothing in this Agreement restricts MDNR discretion and/or authority to act as provided by law, statute, or regulation.

18.3 While this Agreement is effective, at the time MDNR places any future CWA Section 303(d) List on public notice, MDNR shall notify each of the Parties, the Stakeholder Committee, and the Science Team, about how MDNR intends to categorize Hinkson Creek within the next 305(b) Report, in order to provide such entities time to consider whether water quality data from Hinkson Creek supports re-categorizing Hinkson Creek within such 305(b) Report.

Actions of EPA

19. EPA will participate in the Collaborative Adaptive Management process as follows:

19.1 EPA will provide a participant to serve on the Science Team who shall be an employee of EPA; and

19.2 EPA will provide a participant to serve as the Facilitator for the Stakeholder Committee. The Facilitator's duties shall include: supporting the functions, organization, and discussions of the Stakeholder Committee; assuring active participation and cooperation from stakeholders; assisting in the development of internal procedures and rules; and ensuring proper focus on tasks to be accomplished. The person serving as the facilitator shall be approved by the parties by consensus.

19.3 No provision of this Agreement shall be interpreted to require obligation or payment of funds by EPA or the United States in violation of the Anti-Deficiency Act, 31 U.S.C. § 1331, 1342, 1511-1519, or any other applicable law.

19.4 While the Parties fully intend that implementation of the Hinkson Creek TMDL will be accomplished in accordance with the collaborative adaptive management process described in this Agreement for its duration, nothing in this Agreement restricts EPA discretion and/ or authority to act as provided by law, statute, or regulation.

Actions of the Permittees

20. The Permittees will actively participate in the CAM process. In addition to any responsibilities described above, the Permittees shall have the following specific responsibilities:

20.1 The Permittees agree to provide reasonable levels of funding to implement recommended actions and monitoring activities, and to cooperate regarding implementation of recommended actions.

20.2 The Permittees will each provide one participant to serve on the Stakeholder Committee and one participant to serve on the Action Team. The participants may be the same individual or different individuals at the Permittees' discretion.

20.3 The Permittees are bodies created and operating consistent with the Missouri Constitution and enabling legislation passed by the Missouri General Assembly. Nothing in this Agreement intends to modify any legal authority or restriction provided under Missouri law.

Dispute Resolution

21. Disputes arising under this Agreement among the Parties shall be resolved as follows.

21.1 Informal Dispute Resolution. In the event of a significant delay or disagreement among the Parties about how to proceed with respect to any action item or monitoring activity proposed by one of the teams or the Stakeholder Committee, or if one or more of the Parties disagrees that Hinkson Creek is attaining water quality standards for the protection of aquatic life as provided in paragraph 11.1, or if one or more of the Parties disagrees that the Alternative Method selected pursuant to paragraph 11.1.b. is a scientifically sound method to demonstrate that Hinkson Creek is attaining water quality standards for the protection of aquatic life, one of the Parties may invoke Informal Dispute Resolution by notifying the other Parties of the basis for its objections in writing, including a specific reference to this dispute resolution provision. The Parties shall seek to invoke Informal Dispute Resolution in a timely manner upon recognition of the dispute. The Parties shall have 60 calendar days from receipt of the objection to informally resolve the dispute. The Parties may extend this informal dispute resolution period by written consent. If the Parties reach agreement on the issue in dispute, that agreement shall be reduced to writing. If the parties are unable to reach agreement, the objecting party may demand a written response to the objection from any other Party or Parties. Such response shall be provided within 10 calendar days. Thereafter, the position advanced by MDNR shall be considered binding, unless one of the Parties requests mediation as described below or terminates the Agreement.

21.2 Mediation. The objecting party may request mediation by notifying all other Parties within 10 calendar days after the conclusion of the informal dispute resolution period. The Parties agree to participate in at least four hours of mediation with a professional mediator. The Parties intend to share equally in the costs of the mediation, so long as funding is available, or as otherwise agreed. If the Parties do not reach agreement regarding who to hire as a mediator within 15 calendar days from the date of the mediation request, then the Director of MDNR may select the mediator and schedule the mediation. EPA reserves the right to opt out of any cost of mediation in the event EPA does not agree with the mediator as selected by the Director of MDNR. In the event that such mediation does not resolve the dispute, any one of the Parties may terminate this Agreement. Communications made during any such mediation are confidential under the Administrative Dispute Resolution Act of 1996, 5 U.S.C. § 574, and shall be so treated by the Parties unless otherwise required by state statutes or regulations. In the event that such mediation does not resolve the dispute, any one of the Parties may terminate this Agreement pursuant to paragraph 11.4 above.

Correspondence and Documentation

22. Correspondence or documentation with regard to this Agreement shall be directed to the following representatives of the Parties, or their successors:

For MDNR:

Joseph F. Engeln
Assistant Director for Science and Technology
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102

and

General Counsel's Office
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102

For EPA:

Branch Chief
Water Quality Management Branch
U.S. Environmental Protection Agency Region 7
901 North 5th Street
Kansas City, KS 66101

and

Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency Region 7
901 North 5th Street
Kansas City, KS 66101

For Boone County:

Boone County Presiding Commissioner
801 East Walnut, Room 333
Columbia, MO 65201

and

Stormwater Coordinator
Boone County Resource Management
801 East Walnut, Room 315
Columbia, MO 65201

For the University of Missouri:

Director, Environmental Health and Safety
University of Missouri
8 Research Park Development Bldg.
Columbia, MO 65211

and

General Counsel
University of Missouri System
227 University Hall
Columbia, MO 65211

For the City of Columbia:

Public Works Director
City of Columbia
701 East Broadway
Columbia, MO 65201

and

General Counsel
City of Columbia
701 East Broadway
Columbia, MO 65201

Counterparts

23. This agreement may be executed in two or more counterparts which, when taken together and signed by all parties contemplated herein, shall form the Agreement between the parties.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this document to be executed as of the Effective Date hereof.

THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

Sara Parker Pauley
Director

Dated: _____

U.S. ENVIRONMENTAL PROTECTION AGENCY

By: _____

Dated: _____

THE CITY OF COLUMBIA, MISSOURI

By: _____

Dated: _____

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: _____

Dated: _____

THE COUNTY OF BOONE, STATE OF MISSOURI



A handwritten signature in cursive script, appearing to read "Samuel R. [unclear]", is written over a horizontal line.

By: Presiding Commissioner

Dated: 4/10/2012

189 -2012

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 10th day of April 20 12

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 proclamation honoring Gerry Worley on behalf of his years of service to the City of Columbia and Boone County, Missouri.

Done this 10th day of April, 2012.

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Absent _____
Skip Elkin
District II Commissioner

**Proclamation Honoring
Gerry Worley**



Whereas, Gerry Worley will be retiring after 35 ½ years of public service on April 13, 2012; when he was hired in October 1976 to begin his career with the City of Columbia/Boone County Health Department as an Environmental Health Specialist;

Whereas, Gerry has done his job for almost 36 years and before that served our country in the United States Army and was drafted in 1971-1972, and served one tour in Vietnam;

Whereas, Gerry Worley has two beautiful women in his life, his wife Tina and his daughter Rachael; who have certainly helped mold him into the man he is today;

Whereas, Gerry will be greatly missed for his years of envious knowledge and hours of subtle humor, if only to be a fly on the wall of this office at times with his staff;

Whereas, in 1996, Gerry was given the Governor's Award for Quality and Productivity;

Whereas, in 2002, he was given the Wilbur S. Feagan Award for the recognition of being a current member of the Missouri Milk, Food, and Environmental Health Association; spending at least 50% of his time in field activities; and always showing an outstanding effort in all the above areas;

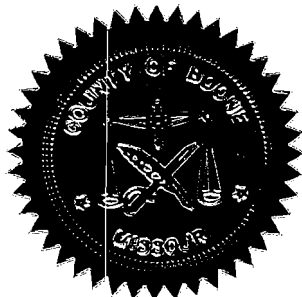
Whereas, 2001 and 2006 he was the President of the Missouri Environmental Health Association;

Whereas, in 2004 he received the Missouri Small Flows Organization Award;

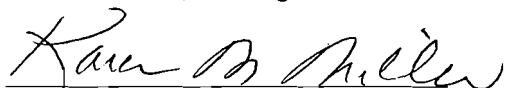
Whereas, in 2011 he received the Lifetime Achievement Award from the Missouri Environmental Health Association;

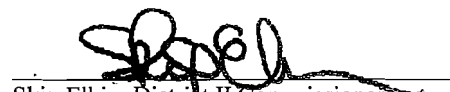
Therefore, in honor of this wonderful life journey with dedication to his job at all times, we hereby recognize this outstanding individual and wish for all Boone Countians to join the Commission in extending our congratulations and best wishes for countless joyful years of retirement.

IN TESTIMONY WHEREOF, this 13th Day of April, 2012 will be now known as Gerry Worley Day!





Daniel K. Atwill, Presiding Commissioner


Karen M. Miller, District I Commissioner


Skip Elkin, District II Commissioner

ATTEST:


Wendy S. Noren, County Clerk