

25 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 18th day of January 20 24

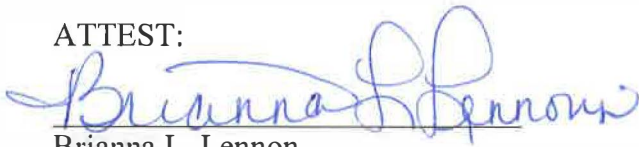
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve Contract C000712 (011723-JDC) with Martin Equipment of Illinois, Inc. for the purchase of two (2) John Deere Construction Vehicles.

The terms of the Agreement are set out in the attached Contract and the Presiding Commissioner is authorized to sign the same.

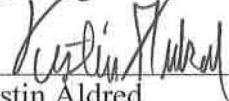
Done this 18th day of January 2024.

ATTEST:



Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner

Justin Aldred
District I Commissioner

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Gerskin
DATE: January 4, 2024
RE: Cooperative Contract: Sourcewell # 011723-JDC – 2023 John Deere
Heavy Construction Equipment

The Boone County Road & Bridge Department requests permission to utilize the Sourcewell cooperative contract 011723-JDC for Heavy Construction Equipment with Related Attachments and Technology to purchase one (1) 2024 John Deere 672G Motor Grader with 6WD and warranties and One (1) 2023 John Deere 544G Loader from Martin Equipment of Illinois, Inc. The Boone County contract number is C000712.

The cost of this purchase is \$471,039.92 and will be paid by department 2040 – Road and Bridge Maintenance, account 92300 – Replacement Machinery and Equipment. This is a replacement purchase, and the 2024 total budgeted amount is \$661,000.00.

cc: Greg Eddington, Robert Sapp, R&B
Contract File

**PURCHASE AGREEMENT
FOR
2023 AND 2024 JOHN DEERE HEAVY CONSTRUCTION EQUIPMENT**

THIS AGREEMENT, County contract **C000712**, awarded from Sourcewell contract **011723-JDC**, dated the 18th day of January 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Martin Equipment of Illinois, Inc.** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this **Purchase Agreement #C000712** for **One (1) 2024 John Deere 672G Motor Grader with 6WD and One (1) 2023 John Deere 544G Loader** in compliance with all bid specifications and any addendum issued for the Sourcewell contract 011723-JDC, Martin Equipment of Illinois, Inc. Quotes #0 dated 1/3/2024 and #1002338 dated 1/3/2024, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents incorporated herein by reference. If not attached, service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file. In the event of a conflict between any of the foregoing documents, this Purchase Agreement, Sourcewell contract 011723-JDC, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **One (1) 2024 John Deere 672G Motor Grader with 6WD** as specified in Martin Equipment of Illinois, Inc. Quote #0 dated 1/03/2024 for a firm total price of \$297,749.92 and **One (1) 2023 John Deere 544G Loader** as specified in Martin Equipment of Illinois, Inc. quote #1002338 for a firm total price of \$173,290.00.

<u>2024 John Deere 672G Motor Grader</u>	\$609,662.00
6WD	
Less Sourcewell Discount 42%	-\$256,058.04
3yr/4000hr Comprehensive 7yr/7500hr PT/HYD	\$32,033.00
Additional Lights	\$1,890.96
PDI	\$2,422.00
Freight	\$2,800.00
Less Trade Allowance:	
2018 John Deere 672G	-\$95,000.00
<u>TOTAL:</u>	<u>\$297,749.92</u>

<u>2023 John Deere 544G Loader</u>	\$275,677.00
2023 Rockland Forks	
Less Sourcewell Discount 36%	-\$99,243.72
5yr/3000hr Comprehensive Warranty	\$4,760.00
500hr Service	\$2,406.72
PDI	\$1,890.00
Freight	\$2,800.00
Less Trade Allowance:	
2001 Case IH 621C XT	-\$15,000.00
<u>TOTAL:</u>	<u>\$173,290.00</u>

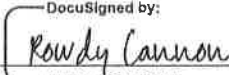
3. **Contract Period** - The contract period is **from the Date of Award through April 14, 2027**.
4. **Delivery** – The Vendor agrees to deliver equipment as outlined in the bid documents and within 30 days after receipt of the order. Delivery shall be to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road, Columbia, MO 65201. If delivery is not or cannot be made within this period, the contractor must receive written authorization from the Boone County Road & Bridge Department for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable.

All deliveries shall be made **FOB Destination with freight prepaid and charged back**. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the freight bill should be attached to the invoices as evidence of correct freight billing.

5. **For Fixed Asset Tracking** – Send a list of the equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of the purchase order.
6. **Warranty** – The standard manufacturer warranty shall be provided to the County at the time of the County's acceptance.
7. **Billing and Payment** - All billing shall be invoiced to the Boone County Road and Bridge Department at 5551 S. Tom Bass Road, Columbia, MO, 65201. The invoice must reference the Purchase Agreement number stated in paragraph 1. Billings may only include the prices listed on the quote. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event, that the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
8. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
9. **Termination** - This agreement may be terminated by the County upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
 - b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
 - d. If appropriations are not made available and budgeted for any calendar year.

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

MARTIN EQUIPMENT OF ILLINOIS, INC. BOONE COUNTY, MISSOURI

By  _____
DocuSigned by:
8FFD11AB047048D...

Title Territory Salesmen

By: Boone County

 _____
DocuSigned by:
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

 _____
DocuSigned by:
7D71DEAE89D74DD...

CJ Dykhouse, County Counselor

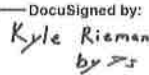
ATTEST:

 _____
DocuSigned by:
D267E242BFB948C...

Brianna L. Lennon, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

 _____
DocuSigned by:
E3D6E2ED3CE04B1

1/10/2024

2040/92300: \$471,039.92

Signature

Date

Appropriation Account

26 -2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 18th day of January 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Cooperative Agreement between Boone County and the Central Missouri Humane Society.

The terms of the Agreement are stipulated in the attached and the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

Done this 18th day of January 2024.

ATTEST:

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

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

THIS AGREEMENT, dated the 18th day of January, 2024, is made and entered into by and between **Boone County Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "**County**," and the **Central Missouri Humane Society**, a Missouri not for profit corporation, herein "**Humane Society**".

WHEREAS, the County is authorized by law to regulate the possession, control and disposition of animals pursuant to section RSMo §192.330 and RSMo §§ 322.090 – 322.130; and

WHEREAS, the County has promulgated certain regulations relating to the control of animals as part of the Code of Health Regulations for Boone County, Missouri; and

WHEREAS, Humane Society has the ability and desire to provide the County with animal shelter and related services; and

WHEREAS, the parties wish to memorialize their agreement relating to animal shelter services.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to memorialize the parties' mutual undertaking with respect to animal shelter services and related animal services that the Humane Society will provide County for the duration of this agreement.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the Humane Society the sum of Fifteen Thousand Dollars (\$15,000.00) for calendar year 2024 in exchange for the services the Humane Society will provide as outlined herein.
3. **HUMANE SOCIETY AGREEMENTS.**
 - a. Humane Society agrees to provide the County with an Animal Shelter for the reception and humane care of impounded animals described in this agreement as well as provide space and care for proper observation of at least three (3) animals per month which are seized and impounded as suspected rabies carriers.
 - b. Humane Society agrees to accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to the provisions of applicable Boone County Code of Health Regulations or the provisions of RSMo Chapter 578. All such animals

shall be disposed of as provided by said health regulations or applicable statutes in the event they are unclaimed.

- c. Humane Society agrees to assist County animal control officers and/or law enforcement officials in conducting animal abuse and neglect investigations within the unincorporated areas of Boone County, Missouri when requested.
 - d. Humane Society agrees to provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by the County and the Humane Society for purposes of teaching and promoting the humane care and maintenance of animals.
 - e. Humane Society agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this agreement.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
 5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Humane Society. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
 6. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
 7. **TERM.** This Agreement shall be in effect from January 1, 2024, through and including December 31, 2024.
 8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
 9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
 10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
 11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

By:



Kip Kendrick, Presiding Commissioner

Date: 1.18.2024

CENTRAL MISSOURI HUMANE SOCIETY

By:



Robert J. Andrew, President, Board of Directors

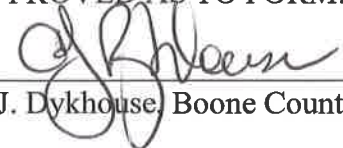
Date: _____

ATTEST:



Brianna L. Lennon, County Clerk


APPROVED AS TO FORM:



C.J. Dykhouse, Boone County Counselor

Boone County Auditor Certification:

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



Kyle Rieman, County Auditor

1430-86610
1-10-24
Date

27-2024

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the 18th day of January 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Cooperative Agreement between Boone County and the Curator of the University of Missouri in support of the Show-Me State Games 2024.

Terms of the Agreement are stipulated in the attached and the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

Done this 18th day of January 2024.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick

Presiding Commissioner

Justin Aldred
Justin Aldred

District I Commissioner

Janet M. Thompson
Janet M. Thompson

District II Commissioner

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered in this 18th day of January, 2024, by and between Boone County, Missouri, a political subdivision of the State of Missouri, (herein County), and Curators of the University of Missouri, (herein University).

WHEREAS, County desires to engage in promotion of Boone County to support economic growth and development; and

WHEREAS, the University, in hosting the Show-Me Games within Boone County, Missouri, is providing an excellent opportunity to promote Boone County to the attendees of the games; and

WHEREAS, the Show-Me Games 2024 will provide a large, economic impact Boone County; and

WHEREAS, the parties are authorized to enter into cooperative agreements pursuant to the provisions of RSMo §70.220.

THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. For the purposes of promoting the economic growth and development of Boone County, Missouri, as well as the health and physical fitness of Boone County citizens, the county hereby agrees to pay the University the sum of Eighteen Thousand Dollars (\$18,000.00) in support of the Show-Me Games 2024.
2. In consideration of payment of the aforesaid sum, the University agrees to hold the 2024 Show-Me State Games within Boone County, Missouri, and to promote Boone County, Missouri, in accordance with the University's guidelines for "major" sponsors.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written,

The **Curators of the University of Missouri**

Boone County, Missouri

By:

Casey E Forbis

By:

Kip Kendrick
Kip Kendrick, Presiding Commissioner

Printed Name: Casey E. Forbis

Title: Business Services Consultant-Lead

ATTEST:

Brianna L Lennon
Brianna L. Lennon, Boone County Clerk

REVIEWED
By Casey Forbis at 12:33 pm, Jan 03, 2024

Approved as to
Legal Form



MVE

Jan 05, 2024

REVIEWED
By R. Wilson at 9:45 am, Jan 04, 2024

Approved as to Legal Form:

C.J. Dykhouse
C.J. Dykhouse, Boone County Counselor

Auditor Certification:

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

1510-86687

Kyle Rieman by HA 1-10-24
Kyle Rieman, Auditor Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 24

In the County Commission of said county, on the 18th day of January 20 24

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


Now on this day, the County Commission of the County of Boone does hereby approve the application for organizational use of the Boone County Government Center Chambers by Prime Timers Mid-Missouri on Saturday, January 27, 2024, from 12:45 PM until 4:15 PM for its monthly meeting.


Done this 18th day of January 2024.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Prime Timers Mid-Missouri

Address: 2000 East Broadway #282

City: Columbia State: MO ZIP Code: 65201-6009

Phone: (660) 596-6294 Website: Primetimersmidmissouri.org

Individual Requesting Use: J.C. Hellemeyer Position in Organization: Secretary

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Monthly Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting & lunch

Date(s) of Use: January 27, 2024

Start Time of Setup: 12:45 AM/PM AM Start Time of Event: 1:00 AM/PM PM

End Time of Event: 4:00 AM/PM PM End Time of Cleanup: 4:15 AM/PM PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: J.C. Hellemeyer / Secretary

Phone Number: (573) 489-8757 Date of Application: 1-10-24

Email Address: kippie@hotmail.com

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

BOONE COUNTY, MISSOURI

Branna L. Lennon
County Clerk

Kip Kendrick
County Commissioner

DATE: 1.18.2024