

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned Term. 20 08

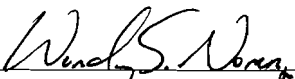
In the County Commission of said county, on the 20th day of November 20 08

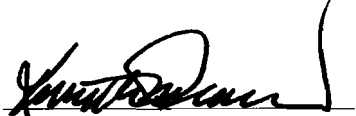
the following, among other proceedings, were had, viz:

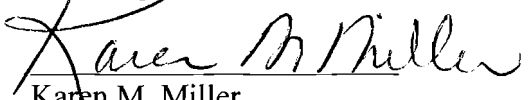
Now on this day the County Commission of the County of Boone does hereby award bid 63-18NOV08 – Juror Accommodations to Holiday Inn Select as the Primary Contractor and Country Inn and Suites as the Secondary Contractor should the Holiday Inn Select not have rooms available. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

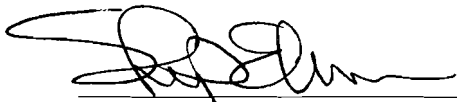
Done this 20th day of November, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
JUROR ACCOMMODATIONS TERM & SUPPLY
SECONDARY SUPPLIER**

THIS AGREEMENT dated the 20th day of November 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MMP Keene Inc. dba Country Inn & Suites**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Juror Accommodations Term & Supply**, County of Boone Request for Bid for Juror Accommodations Term & Supply, bid number **63-18NOV08**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions as well as the Contractor's bid response dated November 14, 2008 and executed by Rocky Patel on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period from November 20, 2008 through **December 31, 2009** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response. Country Inn & Suites shall act as the secondary supplier and shall furnish rooms for juror accommodations for the County should the primary supplier not have rooms available.

4. Billing and Payment - All billing shall be invoiced to Boone County Court Administration in accordance with section 2.5 of the bid document. Billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, 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.

5. **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.

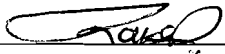
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

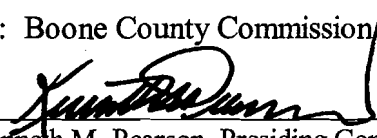
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

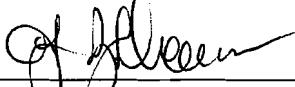
**MMP KEENE INC.
dba COUNTRY INN & SUITES**

by 
title Gm
address 817 N Keene St.
Columbia, mo 65201

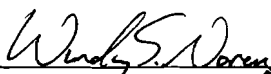
BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


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.)

No encumbrance required 11/20/08 1230/84000 - Term/Supply
Signature Date Appropriation Account

4. Response Form

- 4.1. Company Name: MMP KEENE INC. dba Country Inn & Suites
- 4.2. Address: 817 N. Keene Street
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: (573) 445-8585
- 4.5. Fax Number: (573) 445-8586
- 4.6. Federal Tax ID: 26-0126989
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. Pricing

Rooms

- 4.7.1. Single Occupancy Rooms Monday through Thursday \$ 72.00
- 4.7.2. Single Occupancy Rooms Friday through Saturday \$ 72.00
- 4.7.3. Single Occupancy Rooms Friday through Saturday on high event weekends \$ 119.00

4.7.4. Number of rooms required to meet specifications (see Section 2.3.2.) _____
(This is the maximum number of rooms for which the County will be charged, absent a specific request for additional rooms, even if Contractor must remove additional rooms from its rental inventory in order to meet the contract specifications.)

4.7.5. Cancellation of room reservations: Describe your policy regarding the time by which a room reservation can be cancelled without being charged for that night:

24 hours in advance

4.7.6. Will a different policy apply to the County: _____ Yes No
If yes, please specify: _____

4.7.7. What is your policy regarding check-out time?

Extended Checkout until 1:00 P.M - No charge
After 1:00 - Full Charge

4.7.8. Will a different policy apply to the County? _____ Yes No
as, please specify: _____

Note: Flexibility in room cancellation will be a factor in the award of bid, due to the unpredictability of jury scheduling.

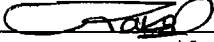
4.9. Additional Charges Not Set Out Above (Specify):

4.8. Maximum Percentage Increase or Decrease for Renewal Periods:

10 % 1st Renewal (through 6/30/10)
15 % 2nd Renewal (through 6/30/11)
20 % 3rd Renewal (through 6/30/12)
20 % 4th Renewal (through 6/30/13)

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.9.1. Authorized Representative (Sign By Hand):



4.9.2. Type or Print Signed Name:

ROCKY PATEL

4.9.3. Today's Date: 12/14/08

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

X Yes _____ No



Boone County Purchasing

601 E. Walnut, Room 208
Columbia, MO 65201

11-14-08 P03:52601

Request for Bid (RFB)

Melinda Bobbitt, CPPB, Director of Purchasing

(573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **63-18NOV08**

Commodity Title: **Juror Accommodations Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, November 18, 2008**

Time: **10:30 A.M. Central Time (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**

Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY, November 18, 2008**

Time: **10:30 A.M. Central Time**

Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"NO BID" Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, previous County contract compliance or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from **Date of Award through December 31, 2009** and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **hotel accommodations** as needed for sequestered jurors for Boone County and as specified in the following requirements.
- 2.1.1. **Quantity** - The County does not guarantee a minimum amount of usage. Services shall be provided on an as needed, if needed basis.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through December 31, 2009. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of six months from the date of termination if it is deemed to be in the best interest of Boone County, except as set out in Section 3.5.6.
- 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **MINIMUM CONTRACT REQUIREMENTS**
- 2.3.1. The contractor's facility must be physically located within the city limits of Columbia, Missouri.
- 2.3.2. The contractor must provide 18 sleeping rooms separated from the rest of the hotel rooms and guests. These rooms can either be in a separate wing, on a separate floor, or grouped together at the end of a hallway. The rooms must be located above ground level and must have no outside entrances. The contractor must offer a selection of smoking and non-smoking rooms in this group.
- 2.3.3. The sleeping rooms must be single occupancy rooms. Each room must have its own separate bathroom.
- 2.3.4. The television, radio, any reading material, and all phones must be removed from 16 of the 18 sleeping rooms prior to guest arrival (see Section 2.3.5, below).
- 2.3.5. Two (2) of the sleeping rooms must be located at each end of the remaining group of 16. These two (2) rooms must each contain two (2) phones as well as a television, radio, and reading material.
- 2.3.6. The contractor must insure that all sleeping rooms are clean upon check-in and receive daily maid service.
- 2.3.7. The contractor must provide sleeping rooms that are clean, neat, and insect free. Carpet and fixtures must be without stains or disrepair. The air conditioning/heating units must be in good working order.
- 2.4. **BID SUBMITTAL INFORMATION**
- 2.4.1. Bidders should submit a floor plan with the areas jurors are to be placed highlighted. The County reserves the right to inspect the facility prior to award to ensure compliance with the bid specifications.
- 2.5. **BILLING AND PAYMENT** - The contractor must submit a complete invoice upon completion of the service. A complete invoice shall include a complete itemized breakdown of the room cost per juror. Failure to submit a complete invoice may result in a delay of payment until a correct invoice is received. **NOTE: County will not be responsible for any additional expenses incurred by room occupants.**
- 2.6. **DESIGNEE** - Boone County Court Administration, 705 E. Walnut Street, Columbia, MO 65201.

2.7. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Telephone (573) 886-4391 Fax (573) 886-4390, E-mail: mbobbitt@boonecountymmo.org.

2.8. **AWARD OF CONTRACT:**

The County reserves the right to award to one or multiple respondents. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements unless a scheduling conflict occurs. In the event the primary supplier cannot meet the needs of the County, the County shall seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to purchase juror accommodations from other suppliers.

2.8.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid".
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier or method of delivery.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. **Discrepancies** - In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
 - 3.5.5. **Reservation of Rights** - Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
 - 3.5.6. **Cancellation by Contractor:** The Contract may be cancelled by Contractor upon 30 days advance written notice to the Purchasing Department. If, at the time of cancellation, County has reserved rooms which will be affected by the cancellation, said notice of cancellation shall serve as authorization to the Purchasing Department will purchase hotel accommodations elsewhere and charge full increase in cost and handling to Contractor.
 - 3.5.7. **Default by Contractor:** Default in promised block of rooms (without accepted reasons) or failure to meet specifications, authorizes the Purchasing Department to purchase hotel accommodations elsewhere and charge full increase in cost and handling to defaulting contractor.



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Melinda Bobbitt, CPPB,
Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 20th day of November 20 08

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

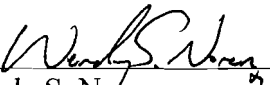
Now on this day the County Commission of the County of Boone does hereby set procedures for the request of refunds pursuant to Section 52.240 RSMo.

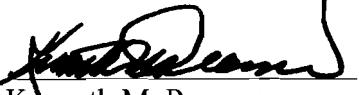
Pursuant to the provisions of Section 52.240 RSMo, the Commission has the authority to refund penalties, interest or taxes when there is clear and convincing evidence that the County made an error or omission in determining taxes owed by a taxpayer. In order to effectuate the terms of that statute, the County Commission hereby adopts the "Process for taxpayers to request a refund by Boone County Commission approval" and the related form(s) promulgated by the County Collector.

NOW, THEREFORE, the County Commission hereby adopts the "Process for taxpayers to request a refund by Boone County Commission approval" and the related form(s), copies of which are attached hereto and made a part hereof, as the required process for a taxpayer to request a refund under the provisions of Section 52.240 RSMo.

Done this 20th day of November, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Process for taxpayers to request a refund by Boone County Commission approval

If a refund cannot be issued through the normal approval process between the assessor's and/or the collector's office; then taxpayers may submit a written request to the Boone County Commission seeking approval. Per section 52.240, "any taxpayer claiming that the county made an error or omission in determining taxes owed may submit a written request for a refund of penalties, interest, or taxes to the county commission", and "the county commission shall approve or disapprove the taxpayer's written request within thirty days of receiving said request". If the county commission approves the taxpayer's request, the county collector will then refund the appropriate taxes and/or late charges. The issuing of the refund will be handled with the normal refund process within the collector's office. The terms penalty, interest, fee, and late charge relate to the amounts added to a tax bill when not paid timely. The terms may be used interchangeably under Chapters 52, 139, and 140 RSMo.

Steps for seeking approval by the Boone County Commission:

1. The taxpayer will obtain a "Refund Request Form for Boone County Commission Approval" from the collector's office. This will be a 4 part, NCR form.
2. The taxpayer will fill out the top section of the form, and return it, along with any supporting documentation to the collector's office. A deputy collector will sign and date the form and give the bottom copy to the taxpayer.
3. The collector's office will then forward the remaining three copies of the form, and any supporting documentation to the commission office. The commission office will need to date and initial the form when it is received.
4. The county commission will either approve or disapprove the request within 30 days of receiving the form from the collector's office.
5. The county commission will determine if a public hearing is necessary; and issue a commission order if applicable. The taxpayer and/or a representative from the collector's or assessor's office may be present at the hearing.
6. The county commission will fill out the middle section of the form – marking the appropriate decision box, and entering any necessary comments. The bottom copy of the form will remain with the commission order and any copies of the necessary supporting documentation.
7. The form, along with any supporting documentation, will be returned to the collector's office with a copy of the commission order.
8. If the request is approved, the collector's office will complete the issuing of the refund with the normal refund process within the collector's office. The remaining bottom copy of the refund request form with the commission's decision, and the refund check will be mailed to the taxpayer.
9. If the request is disapproved, the collector's office will mail a copy of the refund request form to the taxpayer.
10. The collector's office will retain the top copy of the refund request form and all supporting documentation.



Office of the Boone County Collector

Patricia S. Lensmeyer, Collector of Revenue
801 East Walnut, Room 118
Columbia, Missouri 65201-4890

Phone 573 886-4285
Fax 573 886-4294
www.showmeboone.com/collector

REFUND REQUEST FORM FOR BOONE COUNTY COMMISSION APPROVAL (§ 52.240 RSMo)

"any taxpayer claiming that the county made an error or omission in determining taxes owed may submit a written request for a refund of penalties, interest, or taxes to the county commission"

Today's Date _____

Name _____

Address _____

Phone _____

Bill Number(s),
Paid Date(s) &
Reason for
Request _____

Please attach
supporting
documentation.

Deputy Collector's Signature and Date

Taxpayer's Signature

This section to be filled out by the Boone County Commission. Please date and initial when received.

Date Received _____

Request Approved _____

Request Disapproved _____

Date of Commission Decision _____

County Commissioner's Signature

Commission Order Number _____

This section to be filled out by the collector's office if refund is approved.

Refund Check Issued

Date

Number

Amount \$

Comments: _____

Deputy Collector

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned Term. 20 08

In the County Commission of said county, on the 20th day of November 20 08

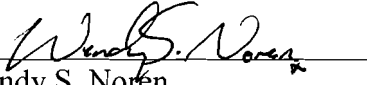
the following, among other proceedings, were had, viz:

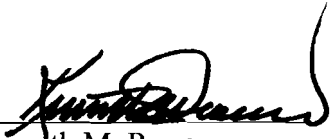
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for an additional staff position in Mail Services:

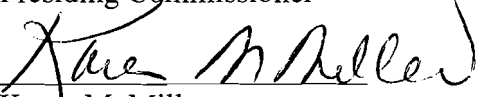
Department	Account	Department Name	Account Name	Decrease	Increase
1194	10100	Mail Services	Salary & Wages		\$5,400.00
1194	10110	Mail Services	Overtime		\$200.00
1194	10300	Mail Services	Health Insurance		\$1,188.00
1194	10325	Mail Services	Disability Insurance		\$20.00
1194	10350	Mail Services	Life Insurance		\$13.00
1194	10375	Mail Services	Dental Insurance		\$89.00
1194	10400	Mail Services	Worker's Comp Insurance		\$24.00
1194	22000	Mail Services	Postage		\$13,705.00
1194	71100	Mail Services	Outside Services	\$20,639.00	

Done this 20th day of November, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner