

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

26th

day of January

20 10

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

Now on this day the County Commission of the County of Boone does hereby call for an election to be held in said County on Tuesday, the 6th day of April, 2010, for the purpose of electing one (1) member of the County Hospital Board of Trustees. One trustee elected shall serve for a term of 5 years.

Said Commission hereby adopts the following Notice of Election and Sample Ballot for said election:

STATE OF MISSOURI
COUNTY OF BOONE

Notice is hereby given to the qualified electors of the County of Boone, Missouri, that the County Commission of said County has called for an election to be held on Tuesday, the 6th day of April, 2010, from and between the hours of six o'clock a.m. and seven o'clock p.m. on said day for the purpose of electing one (1) member of the County Hospital Board of Trustees for a term of 5 years.

The ballot at said election shall be in substantially the following form:

OFFICIAL BALLOT
COUNTY OF BOONE, MISSOURI
Tuesday, April 6, 2010

FOR HOSPITAL TRUSTEE:
(VOTE FOR 1) (5 YEAR TERM)

BARBARA WEAVER

JEFF ECHELMEIER

RONALD A. GINI

The Commission further orders the election to be conducted by the Clerk of said County pursuant to the provisions of Chapter 115 RSMo.

CERTIFIED COPY OF ORDER

33-2010

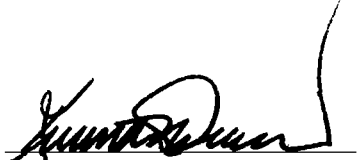
STATE OF MISSOURI }
County of Boone } ea.

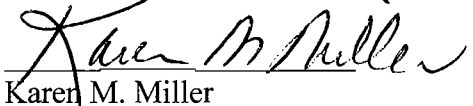
Term. 20

In the County Commission of said county, on the _____ day of _____ 20

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

Done this 26th day of January, 2010.


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 26th day of January 20 10

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

Now on this day the County Commission of the County of Boone does hereby accept the attached certification for the Centralia Special Road District. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Ralph Jobe, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 6, 2010 election. It is further ordered the Presiding Commissioner is hereby authorized to sign the Commission for Ralph Jobe to serve as Commissioner of Centralia Special Road District for a three year term.

Done this 26th day of January, 2010.

ATTEST:

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

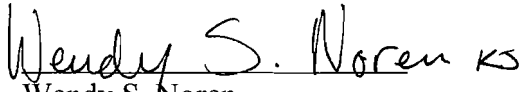
Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

I, Wendy S. Noren county clerk and election authority in and for the County of Boone hereby certify that at the close of filing for Commissioner of Centralia Special Road District of Boone County at 5:00 p.m. on January 19, 2010 the number of candidates filed for the position equals the number of positions to be elected. I further certify that the notice provided for in subsection 5 of section 115.127 has been published in at least one newspaper of general circulation in the district. Pursuant to the provisions of 115.124.1 RSMo., no election shall be held for such office and the candidate, Ralph Jobe, shall assume the duties of his office at the same time and in the same manner as if he had been elected at the April 6, 2010 election.

Given under my hand and seal this 26th day of January, 2010.


Wendy S. Noren
Boone County Clerk

(seal)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 26th day of January 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Information Technology Department to purchase laptop computers, personal computers, peripherals and printers from cooperative contracts World Wide Technology, Inc., National Association of Counties, and Western States Contracting Alliance, for the FY 2010.

Done this 26th day of January, 2010.

ATTEST:

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

Kenneth M. Pearson

Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Absent

Skip Elkin
District II Commissioner



BOONE COUNTY

Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4319

Aron Gish

Director

DATE: January 26, 2009

TO: Ken Pearson, Presiding Commissioner
Karen Miller, District I Commissioner
Skip Elkin, District II Commissioner

FROM: Aron Gish

SUBJECT: Administrative Authority to Purchase Laptop Computers, Personal Computers, Peripherals and Printers from Cooperative Contracts for FY2010

The purpose of this request is to seek administrative authority for the Information Technology Department to purchase laptop computers, personal computers, peripherals and printers from cooperative contracts for the fiscal year 2010. The department's authority expired 12/31/09. Cooperative contracts include the State's WWT (World Wide Technology, Inc.), NACo (National Association of Counties) and WSCA (Western States Contracting Alliance). This type of request has been made and approved for each of the past 10 years.

Following are excerpts from past commission minutes:

"Commissioner Miller stated ... that the department is requesting the ability of the department to purchase these products from State contract, in an as needed basis. This is efficient and is cost effective for the County. There are three cooperative contracts, two are national, and the other is state. The Purchasing Department is in agreement that this is the best way for the County to go.

Commissioner Elkin stated he spoke with Melinda Bobbitt about this and she told him that there could be up to two hundred bids, from across the nation, for these items.

Commissioner Miller stated it is hard to know if someone has the support to be able to fulfill the bid. Many times John Patton, County Counsel, has had to help the County get out of contracts because people were not able to meet the contract that was signed. This is the best solution as fast as technology moves.

Commissioner Miller moved to approve the request from the Information Technology Department for Administrative Authority to purchase laptop computers, personal computers, peripherals and printers from cooperative contracts for the fiscal year 2002.

Commissioner Elkin seconded the motion. There was no discussion or public comment. The motion passed 2-0."

A commission order was approved January 27th, 2009 to cover FY09. The same reasons still apply for the need to have this Administrative Authority granted for FY2010.

Thank you for your consideration.

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January Session of the January Adjourned

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In the County Commission of said county, on the 26th day of January 20 10

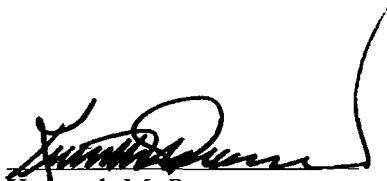
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by Information Technology to add a PC workstation including all the standard software for position # 1515 Legal Assistant, in the Collector's Office. The total amount of this purchase will be \$1,271.86.

Done this 26th day of January, 2010.

ATTEST:

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


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner



BOONE COUNTY
Department of Information Technology
ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4315

Aron Gish

Director

DATE: January 26th, 2009

TO: Ken Pearson, Presiding Commissioner
Karen Miller, District I Commissioner
Skip Elkin, District II Commissioner

FROM: Aron Gish

SUBJECT: Fixed Asset Request – Collector

cc: June Pitchford, County Auditor
Caryn Ginter, Budget Analyst
Pat Lensmeyer, County Collector

The purpose of this request is to seek approval to add a PC workstation which will include all the standard software for a position in the Collector's Office. This PC workstation will be used for position # 1515 Legal Assistant. The current PC being used by this position is the backup / loaner workstation to be used in case of a failure of a pc workstation.

The amount of the purchase will be \$672.92 for the PC Workstation with monitor and \$598.94 for a copy of Microsoft Office Professional. All funding will come from Collector's department 2110 accounts 91301 and 91302.

Total Purchase (hardware and software): \$1,271.86

Total On-going Yearly Maintenance: Standard workstation software - Novell, Microsoft Office, Antivirus, GroupWise will be paid by IT Department 1170 when due.

Thank you for your consideration.

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STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 26th day of January 20 10

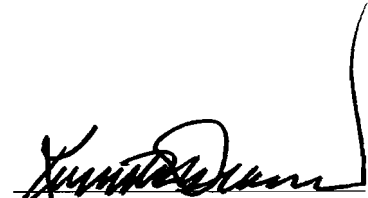
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Ammunition Term and Supply contract 75-52Nov09 – split award to BVAC Inc., Gulf States Distributors, Simmons Law enforcement, Inc., and Oklahoma Public Safety. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contracts.

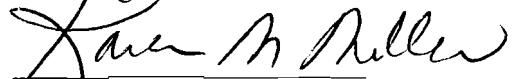
Done this 26th day of January, 2010.

ATTEST:

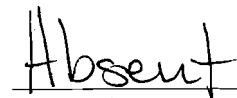
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: December 24, 2009
RE: 72-52NOV09 - Ammunition Term and Supply

The Bid for Sheriff's Department Ammunition Term and Supply closed on November 25, 2009. Four bids were received. Purchasing and the Sheriff's Department recommend split award by low bid as well as utilizing the coop option of the Missouri State ammunition contract in order to obtain the best pricing. Venders awarded include BVAC Inc., Gulf States Distributors, Simmons Law Enforcement, Inc., and Oklahoma Public Safety.

This is a term and supply contract. Contract will be paid from departments 1251- Sheriff, 1255 - Corrections, 2901 - Sheriff Operation LE Sales Tax, Account Number 23200 - Ammunition.

Attached is the Bid Tabulation.

ATT: Bid Tabulation

cc: Leasa Quick, Sheriff's Department
Bid File

72-52NOV09 - Ammunition Term and Supply

State Bid

Award Our Bid

No Award

BID TABULATION

PRICING-NO SUBSTITUTIONS WILL BE ALLOWED UNLESS NOTED		Gulf States			Express Police Supply			BVAC			Alamar Uniforms			State Contract
Item	Unit Price	Estimated Rounds	Extended Price	Unit Price	Estimated Rounds	Extended Price	Unit Price	Estimated Rounds	Extended Price	Unit Price	Estimated Rounds	Extended Price		
4.7. Less Lethal Ammunition														
4.7.1. CTS Super Sock 12 Gauge (NO SUBSTITUTIONS ALLOWED)	\$8.15	500	\$3,075.00	No Bid	500	No Bid	No Bid	500	No Bid	\$5.37	500	\$2,685.00	State item #23 (Gulf \$4.50)	
4.8. Other Ammunition														
4.8.1. American Eagle 9mm, 115 grain ball FMJ (NO SUBSTITUTIONS ALLOWED)				No Bid	30,000	No Bid	No Bid	30,000	No Bid	No Bid	30,000	No Bid	OK	
4.9. Factory Loads														
4.9.1. Remington Golden Saber, .45 Caliber 230 grain BJHP GSB45APB (NO SUBSTITUTIONS ALLOWED)	No Bid	3,000	No Bid	No Bid	3,000	No Bid	No Bid	3,000	No Bid	No Bid	3,000	No Bid		
4.9.2. Remington Golden Saber, 9mm 124 grain, BJHP GSB9MMD (NO SUBSTITUTIONS ALLOWED)	No Bid	3,000	No Bid	No Bid	3,000	No Bid	No Bid	3,000	No Bid	No Bid	3,000	No Bid		
4.9.3. .308 Federal 165 grain tactical rounds TBTL (Trophy Bonded Tactical Load: federal # "LE308T1") (NO SUBSTITUTIONS ALLOWED)				No Bid	3,000	No Bid	No Bid	3,000	No Bid	No Bid	3,000	No Bid	ok	
4.9.4. 12 Gauge Slug: Hollow Point Rifled slug 2-3/4" High Brass Only. New manufacturer Only, no reloads. Brand & Model: Federal LEB127-RS or equivalent.	\$0.42	3,000	\$1,272.00	\$0.44	3,000	\$1,329.54	No Bid	3,000	No Bid	No Bid	3,000	No Bid	State item # 1 (Gulf \$0.38)	
4.9.5. 12 Gauge 00 Buck: 8 Pellets 2-3/4" - High Brass Only. New manufacturer only - no reloads. Brand & Model: Federal LE133-00 High Brass or equivalent.	\$0.34	3,000	\$1,020.00	\$0.39	3,000	1,159.08	No Bid	3,000	No Bid	No Bid	3,000	No Bid	State #2	
4.9.6. 12 Gauge Birdshot: Game load, #8 shot 2-3/4". New manufacturer only, no reloads. Brand & Model: Federal Top Gun TGL12-8 or equivalent.	\$0.25	3,000	\$760.00	No Bid	3,000	No Bid	No Bid	3,000	No Bid	No Bid	3,000	No Bid	State #5 (Oklahoma \$0.222)	
4.9.7. Federal American Eagle #AE223 or equivalent. .223 caliber, 55 grain, full metal case. New manufacturer only. No reloads. - No Substitution Allowed	\$0.29	50,000	\$14,500.00	No Bid	50,000	No Bid	No Bid	50,000	No Bid	No Bid	50,000	No Bid	State Bid #	
4.9.8. Remington Golden Saber GSB40SWB-29368: Remington Golden Saber - No Substitution Allowed. Caliber: 40 S & W. New manufacturer only. No reloads.	No Bid	9,000	No Bid	No Bid	9,000	No Bid	No Bid	9,000	No Bid	No Bid	9,000	No Bid	State Bid #	
4.9.9. 40 S&W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain, muzzle velocity, 950 FPS +/- FPS, new manufacturer only, no reloads. Brand & Model: Federal 40SWA or equivalent.	\$0.22	50,000	10800	\$0.26	50,000	12,784.00				No Bid	50,000	No Bid	Ok	
4.9.10. Sub-Total of Factory Loads (4.9.1-4.9.9.)														
4.10. Reloads (to be used as practice ammunition)														
4.10.1. .45 Caliber 230 grain. Equivalent to Remington Golden Saber BJHP GSB45APB	No Bid	10,000	No Bid	No Bid	10,000	No Bid				No Bid	10,000	No Bid	OK	
4.10.2. 9mm 124 grain. Equivalent to Remington Golden Saber BJHP GSB9MMD	No Bid	7,000	No Bid	No Bid	7,000	No Bid				No Bid	7,000	No Bid	OK	
4.10.3. Sub-Total for Reloads (4.10.1-4.10.2.)														
4.11. Grand Total for Ammunition (4.7.1. + 4.8.1. + 4.9.10. + 4.10.3.)														
Maximum % Increase for 2nd Year													See Bid	
Maximum % Increase for 3rd Year													See Bid	
Minimum Quantity for Order (Rounds Per Type)													100	
Delivery after Receipt of Order (Days)													14-21	
COOP?													No	

No Bids
 Gil Hebard Guns Inc.
 CMMG Inc.
 Kiester Police Supply Inc.

Boone County Purchasing

Tyson Boldan,
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Keith Hoskins
Boone County Sheriff's Department

FROM: Tyson Boldan,
Buyer

DATE: December 14, 2009

RE: Bid Award Recommendation – 73-52NOV09 – Ammunition Term and Supply

Attached is the bid tabulation for the four responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 1251, ~~23200~~ 2901, 1255

Account Number: 23200, 23200, 23200

Budgeted: \$ 18,598, 31,628, 3,665

Award Bid by low bid response between Gulf States and BVAC for items 4.8.1., 4.9.3., 4.9.9., 4.10.1., 4.10.2., and award item numbers 4.7.1., 4.9.4., 4.9.5., 4.9.6., and 4.9.8., based on low bidder by coop for the State Bid B1E10074.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: [Signature] Date: 12/14/09

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STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 10

In the County Commission of said county, on the 26th day of January 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Purchase – 93-123110SS – Parking Lot Rental with Tom and Isabel Rife. It is further ordered the Presiding Commissioner is hereby authorized to sign said sole source form.

Done this 26th day of January, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 19, 2010
RE: Sole Source Purchase – 93-123110SS – Parking Lot Rental

The Auditor's Office requests permission to lease a parking lot from Tom and Isabel Rife which is located in close proximity to the Boone County Government Center.

Attached is the sole source request form for signature. This sole source was advertised in the Columbia Missourian on January 19, 2010.

ATT Sole Source Request

cc: Ginny Chadwick
Bid File

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	<u>Auditor</u>	
Person Requesting	<u>Gunny Chadwick</u>	
Date Requested	<u>1/11/09</u>	
Contact Phone Number	<u>573 886 4279</u>	

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 1-15-10
Signature Date

SOLE SOURCE NUMBER: 12311055
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] 1/24/2010
Signature Date

Expiration Date: Nov 1 2009 through Dec 31 2010 One Time Purchase (check)

Vendor Name	<u>Tom and Isabel Rife (vendor #6356)</u>
Vendor Address	<u>211 N 10th St Columbia MO 65201</u>
Vendor Phone and Fax	<u>573 875 2194</u>
Product Description	<u>Parking Lot Rental</u>
Estimated Cost	<u>\$525/month for 14 months \$7350.00</u>
Department/Account Number(s) Invoices Will Be Paid	<u>1190 / 59300</u>

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician
 - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

Other - List (attach additional sheets if necessary)

-
2. Briefly describe the commodity/material you are requesting and its function.
Parking lot lease and Right of first refusal on Lot 355 + 348
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
proximity to Boone County Government Buildings
4. What research has been done to verify this vendor as the only known source?
contract attached
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain. NO
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product? lease
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
N/A
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
Sole Source with City of Columbia #10-123102
10. What are the consequences of not securing this specific commodity/material?
Parking issues for employees and default on signed contract
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
N/A
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
as written in contract approved by Commission
11/12/09 the first years lease is for Nov 09 - Dec 31, 2010.
The lease thereafter automatically renew for four (4) additional, one year periods ...

533 -2009

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 09

County of Boone

} ea.

In the County Commission of said county, on the

12th

day of November

20 09

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

Now on this day the County Commission of the County of Boone does hereby approve the Parking Lot Lease and Right of First Refusal contract to begin on November 1, 2009 between Tom and Isabel Rife and Boone County. The terms of this lease agreement are specified in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said Lease and Right of First Refusal contract.

Done this 12th day of November, 2009.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

533-2009

V# 6356

1190 59300

**PARKING LOT LEASE AND
RIGHT OF FIRST REFUSAL**

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of the 12 day of November, 2009, by and between TOM AND ISABEL RIFE, Landlord, and BOONE COUNTY, MISSOURI, by and through its County Commission, Tenant.

Recitals

WHEREAS, Landlord is the fee owner of property legally described as follows:

The South Forty-Two and One-half (42 ½) feet of Lot 355 and the North Thirty-Two and One-half (32 ½) feet of Lot 348 together with that part of the vacated alley lying between said lots, all in the original town, now City of Columbia, Boone County, Missouri.

Parcel Numbers: 16-320-00-17-003.00.01 and 16-320-00-17-046.00 01; and

WHEREAS, a picture depicting the contemplated parking lot is attached hereto and incorporated herein by reference; and

WHEREAS, Tenant is desirous of leasing the Property and Landlord is desirous of leasing the Property to Tenant for the purpose of operating a parking lot with fifteen (15) spaces in accordance with the terms and conditions of this Agreement.

Agreement

1. **Term.** The term of this Agreement will begin on November 1, 2009 (the "Commencement Date") and shall end on December 31, 2010 (the "Initial Term"). The lease shall thereafter automatically renew for four (4) additional, one-year periods, on the terms and conditions outlined herein, unless sooner terminated by written notice under the provisions herein.

2. **Rent.** Tenant agrees to pay Landlord the sum of Five Hundred Twenty-Five Dollars (\$525.00) per month rent during the Initial Term. The first rental payment shall be due after January 1, 2010 and before January 30, 2010, and thereafter monthly rent shall be due on the first of each month. For calendar years 2011 and beyond, on each January anniversary of the extension period, the monthly rent for the next twelve (12) months shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any, as certified by the Missouri State Tax Commission for the immediately preceding calendar year. (For example, the CPI rate certified by the Missouri Tax Commission in 2010 shall be the increase amount for these lease purposes for the 2011 calendar year.) Said certified CPI rates can be found via the Missouri State Tax Commission's website, www.stc.mo.gov, under the "Certifications" tab. The only Consumer Price Index that will be used for this Lease is that rate certified by the Missouri State Tax Commission for the immediately preceding year. Notwithstanding the foregoing,

Tenant shall have the right to prepay the monthly rent contemplated herein on a semi-annual or annual basis if the same is more appropriate for Tenant's budgetary purposes.

3. **Permitted Uses.** The Property shall be used by Tenant only for purposes of a parking lot and for no other purpose without the Landlord's consent. Tenant shall have access to the parking lot for its exclusive use 24 hours a day / 7 days a week.

4. **Line Striping and Signage.** Tenant shall be entitled to stripe the subject parking lot so as to outline fifteen (15) spaces after the commencement of this Lease. Tenant will be permitted to, but is under no obligation to, re-stripe the lot as Tenant deems necessary during the term of this Lease. At the conclusion of the lease, any striping completed shall remain in "as-is" condition on the subject lot. Tenant is authorized to install such signage as appropriate to indicate that the parking lot is restricted to Tenant's use, provided Tenant shall remove said signage at the conclusion of the Lease.

5. **Snow clearing.** Tenant shall keep the subject lot free of accumulated snow on a level consistent with that level of clearing service performed by Tenant on other downtown lots that Tenant's employees use.

6. **Other expenses.** Other expenses relating to the subject property not outlined above shall be the Landlord's responsibility, including the payment of any real estate taxes.

7. **Events of Default.** The following events shall be deemed to be events of default under this Agreement:

(a) Tenant shall have failed to pay the rent provided for herein within twenty (20) days after the same is due and payable;

(b) Landlord or Tenant shall have failed to comply with any other provisions of this Lease and shall not cure such failure within thirty (30) days written notice of such noncompliance by one party to the other.

8. **Landlord's right to terminate.** Landlord shall have the right to terminate this Agreement as of December 31 of any given calendar year if Landlord desires to sell or otherwise change the use of the property. Landlord shall give Tenant no less than sixty (60) days notice of Landlord's intent to terminate this Lease as of December 31 of the subject year. In the event of a contemplated sale, Landlord shall comply with the Right of First Refusal provisions contained herein. Notwithstanding any termination of the Tenant's right of use, however, Landlord shall be prohibited from renting the subject property as a parking lot to anyone other than Tenant until the end of the Initial Term and all extensions contemplated herein, or through December 31, 2014.

9. **Tenant's right to terminate.** Tenant shall have the right to terminate this Agreement upon sixty (60) days written notice due to material breach of any term or condition of this agreement by Landlord or in the event that sufficient appropriations are not made available and budgeted for any calendar year.

10. **Tenant's right of first refusal to purchase the subject property.** In the event of a contemplated sale of the subject property, or any part thereof, by Landlord during the Initial Term or any renewal terms of this Lease as contemplated herein, Landlord agrees to give Tenant written notice at least sixty (60) days before the contemplated sale of the substance of the terms upon which the sale is proposed to be made (including a copy of the purchase and sale agreement, if any), which notice shall be sent by certified mail directed to the Tenant as set out herein, and thereupon for sixty (60) days from the date of mailing of that notice the Tenant shall have the right to purchase the premises on the terms and conditions proposed or such other terms and conditions as mutually agreed between Landlord and Tenant. If Tenant fails to exercise such option within the time aforesaid Landlord may enter into a binding contract on substantially the same terms as were provided to Tenant and this right of first refusal shall have no further force and effect; provided, however, that if the sale does not take place for any reason, or if the terms of sale are materially changed, the real estate must again be first offered to Tenant as provided herein. A transfer of the property in trust to secure a debt on the property shall not trigger this obligation.

11. **Notice to third parties.** Landlord agrees to execute any document prepared by Tenant, suitable for recording, that is designed to reasonably notify third parties of this Lease Agreement and the Right of First Refusal contemplated herein.

12. **Notices.** Any provision of notice called for herein shall be deemed given when a written notice is hand-delivered to the other party as set out herein, or in three (3) days after the same is placed in the U.S. Mail to the following addresses, as appropriate:

If to the Landlord:

Tom and Isabel Rife
3813 Cedar Lane
Columbia, MO 65201

211 N 10th St per phone conversation 1/6/10

If to the Tenant:

Boone County Commission
801 E. Walnut, Ste. 245
Columbia, Missouri 65201

With a copy to:

C.J. Dykhouse
Boone County Counselor
601 E. Walnut, Ste. 207
Columbia, Missouri 65201

13. **Miscellaneous.**

(a) The Agreement shall be interpreted according to and shall be governed by the laws of the State of Missouri.

(b) Any changes or modifications to this Agreement must be in writing and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Property.

(c) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

(d) Paragraph headings are for convenience only and in no way define or limit the scope and content of this Agreement.

(e) LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ONE PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SO AGREED.

LANDLORD:

Tom Rife
Tom Rife

Isabel Rife
Isabel Rife

TENANT:

Boone County, Missouri
By and through its County Commission

By: Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

Approved as to Legal Form: C.J. Dykhouse
C.J. Dykhouse, County Counselor

Attest: Wendy S. Noren
Wendy S. Noren, Boone County Clerk

Auditor Certification:
I hereby 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 such appropriations sufficient to pay the costs arising from this contract.
June 2010 11/5/09
Auditor 1190-59300 Date
FY2010 1st yr.

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



601 E. Walnut-Rm 209
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Susan Richison (884-0003)
twitchells@missouri.edu

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: January 15, 2010

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Parking Lot Rental in close proximity to the Boone County Government Center

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, January 26, 2010**. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion date: Tuesday, January 19, 2010
COLUMBIA MISSOURIAN

Page : 1 of 1 01/15/2010 11:53:04

Order Number : 30968010
PO Number :
Customer : L8864390 Boone Co. Purchasing
Contact :
Address1 : 601 E. Walnut, Room 205
Address2 :
City St Zip : Columbia MO 65201
Phone : (573) 886-4392
Fax : (573) 886-4390
Credit Card :
Printed By : Richison, Susan
Entered By : Richison, Susan

Keywords : Parking Lot Rental in close proximity to the Boone
Notes :
Zones :

Ad Number : 30978382
Ad Key : 30968010
Salesperson : 67 - Legal Acct
Publication : Columbia Missourian
Section : Classified Section
Sub Section : Classified Section
Category : Legal Notices 1300
Dates Run : 01/19/2010-01/19/2010
Days : 1
Size : 1 x 2.80, 28 lines
Words : 137
Ad Rate : Open
Ad Price : 18.20
Amount Paid : 0.00
Amount Due : 18.20

NOTICE OF INTENT TO MAKE SINGLE
FEASIBLE SOURCE PURCHASE
Boone County believes there is only a
single feasible source from which to pur-
chase the following and intends to make
a single feasible source purchase unless
viable competition is established. Please
contact the Boone County Purchasing
Department if you can supply the follow-
ing:
Parking Lot Rental in close proximity to
the Boone County Government Center
To receive additional information or to
express an interest in providing the
above, please contact the Purchasing
Department by 9:30 a.m. on Tuesday,
January 26, 2010. Boone County Pur-
chasing Department, Boone County
Johnson Building, Room 208, 601 E.
Walnut Street, Columbia, MO 65201.
Information is available in the Purchasing
Office by phone: (573) 886-4391; fax
(573) 886-4390 or e-mail:
mbobbitt@boonecountymo.org.
Melinda Bobbitt, CPPB
Director, Boone County Purchasing
Insertion date: Tuesday, January 19,
2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20¹⁰

In the County Commission of said county, on the 26th day of January 20¹⁰

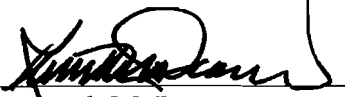
the following, among other proceedings, were had, viz:

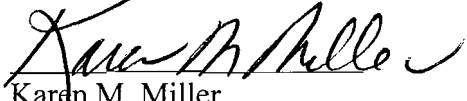
Now on this day the County Commission of the County of Boone does hereby approve the Public Works request to utilize cooperative contract 3-091110 with G.W. Van Keppel Company of Kansas City, Kansas to purchase an Oil Distributor. It is further ordered the Presiding Commissioner is hereby authorized to sign said sole source form.

Done this 26th day of January, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
OIL DISTRIBUTOR**

THIS AGREEMENT dated the 26 day of January 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **The G.W. Van Keppel Company**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Oil Distributor** in compliance with all bid specifications, any addendum issued for the Missouri Department of Transportation Contract **3-091110**, and The G.W. Van Keppel Company quote January 5, 2010. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the Missouri Department of Transportation Contract 3-091110 shall prevail and control over the vendor's bid response.

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

- | | | |
|--|---------------------|---------------------|
| • Etnyre Centennial 3500 Gallon Oil Distributor | 1 each | \$154,726.00 |
| ○ With variable width spraybar | | |
| • Front Tank Suction (Option #7) | 1 each | \$2,825.00 |
| • Add 6 ft Spray Bar, 24 ft total (Option #8) | 6 each @ \$1,015.00 | \$6,090.00 |
| • Temp. Digital Readout (Additional Option Sheet) | 1 each | \$340.00 |
| • Electric Belly Heat Strips (Additional Option Sheet) | 1 each | \$5,300.00 |
| • 12'x3" Rubber Load Hose (Additional Option Sheet) | 1 each | \$345.00 |
| • For a total contract price of | | \$169,626.00 |

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 45-60 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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. **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.

THE G.W. VAN KEPPEL COMPANY

BOONE COUNTY, MISSOURI

by Ryan Cole
title Sales Representative

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

J. Johnson
County Counselor

Wendy S. Noren KS
Wendy S. Noren, County Clerk

In accordance with RSMo 55.660, 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.)

Jim E. Pitchford
Signature

1/21/10
Date

2040 / 92300 / \$169,626.00

Appropriation Account

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : January 2, 2010

FIXED ASSET TAG NUMBER: 14034

DESCRIPTION: 5000 Gallon Etnyre Oil Transport/Distributor Trailer

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION: Serial: S-3549; Unit includes all hydraulic equipment/controllers that was installed in the tractor that was used to haul the unit.

CONDITION OF ASSET: Good Condition - all functional

REASON FOR DISPOSITION: Unit was not utilized effectively by the Department, The unit was too large to navigate subdivision roadways.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not Necessary @ Public Works South Facility

DEPARTMENT: 2040

SIGNATURE



RECEIVED

DEC 31 2009

BOONE COUNTY AUDITOR

AUDITOR

Receipt into:

ORIGINAL PURCHASE DATE 4/22/2003
ORIGINAL COST 86,893.50
ORIGINAL FUNDING SOURCE 2741
1005

2049-3835

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 39 + 2010

DATE APPROVED _____

SIGNATURE 