

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 22nd day of January 20 04

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

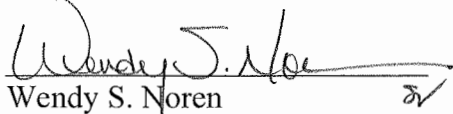
Now on this day the County Commission of the County of Boone does hereby award bid 02-06JAN04 for a Plotter to Springfield Blue Print and authorizes the disposal through trade-in of a HP Designjet 750C (Fixed Asset Tag 10954). It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract and disposal request form.

Done this 22nd day of January, 2004.



Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

20-2004

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway
RE: 02-06JAN04 - Plotter
DATE: January 14, 2004

MR

The Public Works Department and the Purchasing department have reviewed the responses received for the above referenced bid. We recommend awarding to Springfield Blue Print for having the lowest and best bid meeting our minimum specifications. Total contract is \$6,046.42 which includes the equipment, trade-in equipment and the three year extended maintenance. The budgeted amount was \$6,000.00 in organization 2045 account 92301. The overage will be recovered from savings of remaining line items.

We are also asking at this time for approval to dispose through trade in fixed asset tag 10954 HP Designjet 750C.

The bid tabulation is attached.

Bid Tabulation
02-06JAN04 - Plotter

4.7.	Pricing	Insight Public Sector	CDW Government Inc.	Springfield Blue Print	DLT Solutions	Multiwave
4.7.1.	HP Designjet 800 printer as described in Section2	5,400.00	6,007.97	5,446.42	5,640.00	5,714.00
4.7.2.	Trade-in Equipment	(401.00)	\$0.00	(200.00)	\$0.00	\$0.00
4.7.3.	Grand Total	4,999.00	6,007.97	5,246.42	5,640.00	5,714.00
	Grand Total with Ext Warranty	\$ 6,074.00	\$ 7,096.97	\$ 6,046.42	\$ 6,765.00	\$ 7,449.00
4.8.	Warranty Description	1 yr. next business day	No Response	1 yr. on-site warranty inc all parts & labor	1 yr. on-site warranty inc all parts & labor	Manufacturer 1 yr. warranty limited parts & labor onsite next business day warranty
4.9.	3 Year Extended Warranty	1,075.00	1,089.00	\$800.00 Incds. 1st yr. warranty	1,125.00	1,735.00
4.9.b.	Does extended warranty need to be paid @ time of purchase or when the manufacture's warranty Expires?	At time of purchase	No Response	Time of Purchase	County has 6 mths. To purchase extended warranty after the initial plotter purchase	To be paid @ the time of purchase
4.10.	Additional Media Price					
4.10.1.	Bright White Bond: per roll	17.00	No Response	17.29	23.00	No Response
	feet per roll	12.5	No Response	150	150	No Response
4.10.2.	Vellum: per roll	no bid	No Response	30.95	65.00	No Response
	feet per roll	no bid	No Response	150	150	No Response
4.10.3.	Mylar: per roll	no bid	No Response	109.07	124.00	No Response
	feet per roll	no bid	No Response	125	*120 (Matte)	No Response
4.11.	ARO	5 Days	In stock Item - 97% shipped same day -- out of stock item -2-10 days ARO	5 Days	14 Days	7-21 Days
4.12.	Co-op	yes	yes	yes	yes	yes
	Addendum One	yes	No	yes	yes	yes

No Bid

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 1-12-04

FIXED ASSET TAG NUMBER: 10954

DESCRIPTION: HP DesignJet 750 Plotter

REQUESTED MEANS OF DISPOSAL: TRANSFER/sale

OTHER INFORMATION:

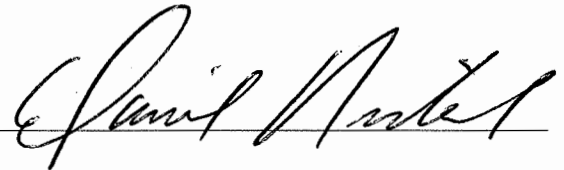
CONDITION OF ASSET: Good

REASON FOR DISPOSITION: Replacement/out-dated

DESIRED DATE FOR ASSET REMOVAL TO STORAGE:

DEPARTMENT: 2045

SIGNATURE



RECEIVED

JAN 12 2004

BOONE COUNTY AUDITOR

AUDITOR

ORIGINAL PURCHASE DATE 3/13/97

ORIGINAL COST 49,170

ORIGINAL FUNDING SOURCE 2741-R&B

1603

TRANSFER CONFIRMED

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME Ruth Schuman NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN

COMMISSION ORDER NUMBER 20-2004

DATE APPROVED 22 JANUARY 2004

SIGNATURE



**PURCHASE AGREEMENT FOR
A PLOTTER**

THIS AGREEMENT dated the 20 day of JANUARY 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Springfield Blue Print, 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 a Plotter, County of Boone Request Bid number 02-06JAN04 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Addendum One as well as the Contractor's bid response dated December 31, 2004 executed by Philip Arnold 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 terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form and Addendum One shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one (1) HP Designjet 800 and a three year extended warranty as specified and responded to in the bid specifications. Contractor also agrees to accept the trade in of a HP Designjet 750C. Total contract award is \$6,046.42.

3. **Delivery** - Contractor agrees to deliver one (1) HP Designjet 800 within five (5) days after order.

4. **Billing and Payment** - All billing shall be mailed to the Boone County Public Works Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services 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 invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. 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.

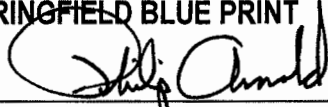
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

SPRINGFIELD BLUE PRINT

by 
title SALES REPRESENTATIVE

BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

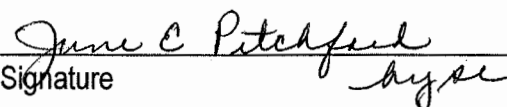
ATTEST:


Wendy S. Ngren, 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.)

2045-92301 - \$6,046.42


Signature

1/16/04
Date

Appropriation Account

CERTIFIED COPY OF ORDER

21 -2004

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

22nd

day of January

20 04

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

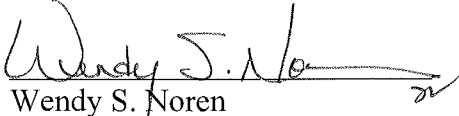
Now on this day the County Commission of the County of Boone does hereby approve the Telephone Hardware Maintenance Agreement between CenturyTel of Missouri, LLC and Boone County. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 22nd day of January, 2004.



Keith Schnarre
Presiding Commissioner

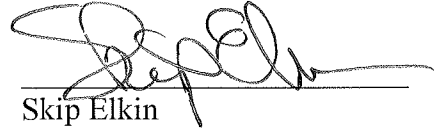
ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

21-2004

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: Telephone Hardware Maintenance Contract
DATE: January 14, 2004

Boone County has historically contracted maintenance for telephone hardware with the local telephone company. Centurytel has provided rates per phone to maintain the equipment. Boone County currently requires maintenance on 119 phones for the Government Center and the Johnson Building. The cost calculates to \$1,756.20 per year for maintenance and can be adjusted for additional units. We are requesting approval and acceptance of this agreement. The contract runs from January 1, 2004 through December 31, 2004.

MAINTENANCE AGREEMENT ("Agreement")
573-886-4250

21-2004

The undersigned, The County of Boone hereinafter called "Customer," hereby orders maintenance service from CenturyTel of Missouri, LLC, hereinafter called "The Telephone Company," who hereby agrees to furnish such maintenance service upon the terms and conditions below, for the equipment, as described in Schedule A attached hereto, ("Equipment").

TERMS AND RENEWAL. This Agreement shall be effective for a period of 12 months commencing 01/01/04 and terminating 12/31/04 and shall automatically be renewed for successive one (1) year periods thereafter, until one party gives the other party at least thirty (30) days' written notice prior to the end of the then-current term that it desires to terminate the Agreement upon completion of said term. Renewals of the Agreement shall be upon the same terms and conditions herein contained except that the service fee due The Telephone Company for each renewal year shall be at the rate then being charged by the Telephone Company for similar maintenance services, which rate shall be disclosed to Customer at least sixty (60) days prior to the end of the then-current term.

1. **SERVICE FEES AND ADDITIONAL CHARGES.** During the initial term of this Agreement, Customer agrees to pay The Telephone Company, in advance (unless otherwise agreed to in writing by The Telephone Company), an annual service fee of \$1,756.20 for providing the maintenance services as set forth in Paragraph 4.a. of this Agreement.

There shall be added to the service fee due hereunder, amounts equal to any applicable taxes, however designated or levied, based on such service fee or on this Agreement or on the services rendered or parts supplied pursuant hereto, including applicable taxes as paid by Customer.

The Customer shall pay The Telephone Company the labor and materials charges, at the then-current rate being charged by the Telephone Company for similar repair services, for such services requested that are not covered by Paragraph 4.a. of this Agreement.

3. **SPECIAL CONDITIONS.** The Customer will provide or arrange for: a) necessary floor plans and accessible Equipment locations; b) separate electric source circuits and power at its own expense; c) suitable space meeting operating environment requirements; d) heat, air conditioning, light and security; e) reasonable access; and f) where not otherwise provided herein, raceway, conduit, holes and wire ways.
4. **SERVICE AND MAINTENANCE.**
 - a. The Telephone Company will maintain the Equipment in good working condition and repair and will furnish all parts and labor for the Equipment at no cost to Customer, except as otherwise set forth in this Paragraph.
 - b. This Agreement excludes repairs to the Equipment made necessary, in the reasonable judgment of the Telephone Company, by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, fire, flood, wind, lightning, Act of God, act of public enemy, or improper wiring, repair or alteration by anyone other than The Telephone Company.
5. **ROUTINE SERVICE CALLS.** During the term of this Agreement routine service calls for the Equipment will be made within (24) hours of notice that service is necessary.
6. **EMERGENCY SERVICE CALLS.** During the term of this Agreement emergency service calls (emergency being defined as the total failure of the system) shall be made within (4) hours after notice that an emergency exists.

7. MISCELLANEOUS. The Telephone Company and its subcontractors shall not be liable individually or jointly for any loss or damage to the Equipment, for any loss or damage to property, or for any injury or death to Customer, Customer's agents, Customer's employees, Customer's invitees or any third parties, arising out of, or in connection with, the provision of maintenance services by The Telephone Company or its subcontractors, pursuant to this Agreement, unless, and only to the extent, such loss, injury, death or damage results from the negligence or willful misconduct of The Telephone Company. IN NO EVENT SHALL THE TELEPHONE COMPANY OR ITS SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS BY CUSTOMER OF BUSINESS REVENUE OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT OR THE MAINTENANCE SERVICES PROVIDED.

The Telephone Company will make all reasonable efforts to perform its obligations under this Agreement. The time for performance by The Telephone Company of maintenance services under this Agreement is in every case subject to delays caused by Act of God, and other circumstances beyond the reasonable control of The Telephone Company.

Neither party may assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. This Agreement, along with Schedule A, shall constitute the entire agreement and understanding between Customer and The Telephone Company with respect to the subject matter herein, irrespective of inconsistent or additional terms and conditions in any other documents or in representations by The Telephone Company personnel.

8. RISK OF LOSS. The Customer hereby assumes all risks of loss or damage to the Equipment, or destruction or interference with the use of the Equipment, from any cause whatsoever, except as set forth in Paragraph 7 above.
9. DEFAULT. If Customer fails to perform any obligation under this Agreement, including but not limited to, timely payment of service fees and providing of Equipment facilities, failure to cure such nonperformance within fifteen (15) days following The Telephone Company's transmission of written notice of such failure to Customer, shall constitute default under this Agreement. In the event of default, The Telephone Company shall be entitled to immediately discontinue providing maintenance service to the Equipment, terminate this Agreement (by providing written notification to Customer that the Agreement is terminated), and seek recovery of all amounts due and owing from Customer by any and all lawful remedies and procedures.
10. NOTICES. All notices called for under this Agreement shall be in writing and shall be delivered personally or transmitted by certified United States mail, postage prepaid, return receipt requested, to the addresses set forth in Schedule A to this Agreement.

The County of Boone		CenturyTel of Missouri, LLC:	
<i>Keith Schuman</i>			
Signature	Date 01/22/2004	Signature Sales Manager, Tom Lynch	Date
Telephone	Fax	573-886-3314 Telephone	573-442-0221 Fax

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
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 1/16/04 *[Signature]*
Signature Date Appropriation Account

SCHEDULE A

This Schedule A is attached to and made a part of the Agreement between CenturyTel of Missouri, LLC and the County of Boone.

The Equipment covered under this Agreement is as follows:

- 76 M5009 sets
- 5 M5008 sets
- 11 M5112 sets
- 5 M5312 sets
- 22 M518sets

22 -2004

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

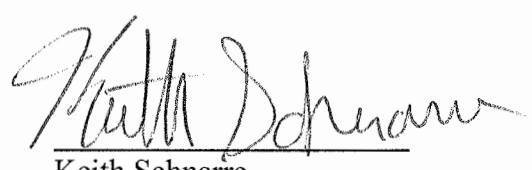
January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 22nd day of January 20 04

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

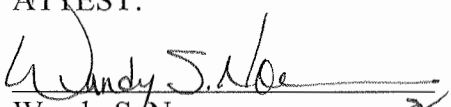
Now on this day the County Commission of the County of Boone does hereby approve amendment #1 to bid 76-10DEC02 for Rock and Chip Seal Areas Two and Three and bid 46-02OCT01 for Rock and Chip Seal Area One. It is further ordered that the Presiding Commissioner be hereby authorized to sign said amendments.

Done this 22nd day of January, 2004.




Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

22-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 14, 2004
RE: Amendment Number One to:
76-10DEC02 – Rock and Chip Seal Areas Two and Three
46-02OCT01 – Rock and Chip Seal Area One

The Purchasing department received a request from the Public Works department to add two additional rock products to the two existing contracts for Rock and Chip Seal Products. Attached is Amendment Number One to bid 76-10DEC02 – Rock and Chip Seal Areas Two and Three, and Amendment Number One to bid 46-02OCT01 – Rock and Chip Seal Area One. The amendments add pugged rock and fill material as detailed on the attached quotes.

Department number 2040 – PW – Maintenance Operations, Accounts 26200 – Rock and 26201 – Rock Vendor Hauled.

cc: Bid Files
David Mink, Public Works

From: Chip Estabrooks
To: Melinda Bobbitt
Date: 12/30/03 3:25PM
Subject: Fwd: Re: Rock Bid

Melinda-

We had talked about some addendums to our current rock bids.

I want to get additional prices on:

Fill Material -(stripping from quarry)

Pugged Rock- The quarry has the ability to add water (pugged) to the base rock we already purchase. In the summer we need to add water for proper compaction on our base preparation. Currently we are using a rental truck to haul water the the projects. Buying rock from the quarry already wet is more cost effective and efficient.

Hourly rates for materials hauled.

I'd be glad to get with you next week on this if we need to. Or if you could write something up that would be great.

Thanks

Chip

Chip Estabrooks
Boone County Public Works
Manager of Maintenance Operations
5551 Highway 63 South
Columbia, Missouri 65201
Voice 573-449-8515 Ext. 225
Fax 573-875-1602
cestabrooks@boonecountymo.org

CONTRACT AMENDMENT NUMBER ONE 22-2004
PURCHASE AGREEMENT FOR
ROCK AND CHIP SEAL AREA ONE - TERM AND SUPPLY
BID 46-02OCT01

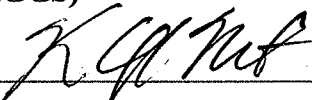
The Agreement dated November 15, 2001 made by and between Boone County, Missouri and Mid-Missouri Limestone, Inc. (Riggs) for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add the following products per the attached quote:
 - a. Fill Material (stripping from quarry) - \$1.75 per ton
 - b. Pugged Rock - \$0.25 per ton (Price is in addition to cost of material county wishes to be pugged. Mid-Missouri Limestone, Inc. does not use a pugmill, but will uniformly blend moisture in stone of county's choosing.


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

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

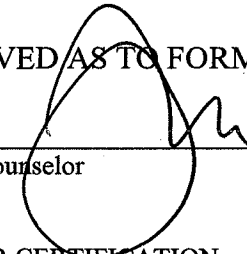
MID-MISSOURI LIMESTONE, INC.
(RIGGS)

by 
title Vice Pres.

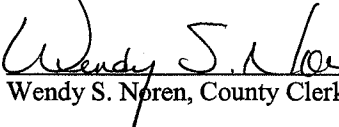
BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

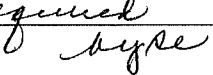

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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.)

no encumbrance required 2040-26200/26201 Term & Supply
Signature  Date 1/16/04 Appropriation Account

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

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

January 7, 2004

K. Douglas Mertens, Vice President
Mid-Missouri Limestone Inc.
P.O. Box 52
Kingdom City, MO 65262

Dear Mr. Mertens:

Please provide a quote to add the following two products to contract number 46-02OCT01 – Rock & Chip Seal – Area One which runs through December 31, 2004.

Fill Material (stripping from quarry) \$ 1.75 per ton

Pugged Rock \$.25 per ton **

Please return quote by January 14, 2004. Should you have any questions or need additional information, I may be reached at (573) 886-4391 or by e-mail to mbobbitt@boonecountymo.org.

Sincerely,

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Chip Estabrooks, Public Works
Bid File

** Price is in addition to cost of material county wishes to be pugged. Mid-Missouri Limestone, Inc. does not use a pugmill, but will uniformly blend moisture in stone of county's choosing.

22-2004

CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
ROCK AND CHIP SEAL AREA TWO & AREA THREE - TERM AND SUPPLY
BID 76-10DEC02

The Agreement dated January 7, 2002 made by and between Boone County, Missouri and Boone Quarries (Con-Agg of Missouri) for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add the following products per the attached quote:
 - a. Fill Material (stripping from quarry) - \$1.50 per ton
 - b. Pugged Rock - \$0.25 per ton

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

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

BOONE QUARRIES
(CON-AGG OF MISSOURI)

by Larry W. Moore
title manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Nojen
Wendy S. Nojen, County Clerk

AUDITOR CERTIFICATION

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.)

no encumbrance required
Signature [Signature]

1/16/04
Date

2040-26200/26201 Term & Supply

Appropriation Account

Boone County Purchasing

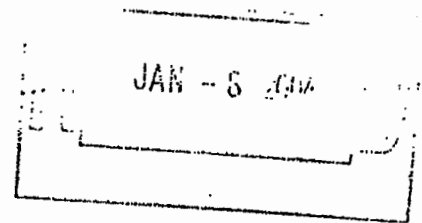


Melinda Bobbitt, CPPB
Director

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

January 7, 2004

Larry Moore
Boone Quarries (Con-Agg of Missouri, LLC)
2604 N. Stadium Blvd.
Columbia, MO 65202



Dear Mr. Moore:

Please provide a quote to add the following two products to contract number 76-10DEC02 – Rock & Chip Seal – Areas Two and Three which runs through December 31, 2004.

Fill Material (stripping from quarry) \$ ^{91.50} 1.50 per ton *when available
Pugged Rock \$ 0.25 per ton

Please return quote by January 14, 2004. Should you have any questions or need additional information, I may be reached at (573) 886-4391 or by e-mail to mbobbitt@boonecountymo.org.

Sincerely,

Melinda Bobbitt, CPPB
Director of Purchasing

cc: Chip Estabrooks, Public Works
Bid File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.


January Session of the January Adjourned Term. 20 04

In the County Commission of said county, on the 22nd day of January 20 04

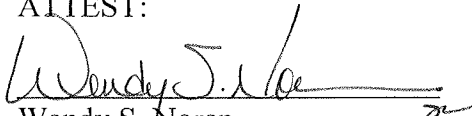
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Inmate Housing Agreement between Boone County and Warren County. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 22nd day of January, 2004.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

INMATE HOUSING AGREEMENT

23-2004

Now on this 13th day of Jan of the year 2004, the Sheriff of Warren County, Missouri, hereinafter referred to as the First Party and the governmental body of Boone County hereinafter referred to as the Second Party, enter into the following agreement for the housing of the Second Party's inmates by the First Party.

The parties mutually agree to work together to the end of the First Party providing a safe, secure, humane, modern, and professionally managed facility to house inmates of the Second Party in exchange for reasonable consideration as set out below.

The First Party's address for payment is: Warren County Sheriff's Department, 104 W. Main, Suite A, Warrenton, MO 63383. The payment is to be made payable to Warren County Treasurer. The First Party's contact person is Lt. Chris Allen and they can be reached at 636-456-4332.

The Second Party's address for billing is: 2121 County Drive
Columbia, MO 65202

The Second Party's contact person is Major Warren Brewer and they maybe reached at 573-875-1111.

In exchange for consideration from the Second Party, as set out hereinafter, the First Party agrees to the following:

1. The First Party will provide a safe and secure jail facility for persons detained (inmates) by the Second Party upon request and as space is available in the Warren County Jail.
2. The First Party will provide health screening of incoming Second Party's inmates in the same manner as is provided for all prisoners at the Warren County Jail.
3. The First Party will inventory and store personal property for each of the Second Party's inmates.
4. Upon transfer to population each inmate of the Second Party will be issued items as listed in the "Inmate Handbook".
5. The First Party will provide indigent (having 2 cents or less on account) inmates of the Second Party with three (3) stamped envelops, one (1) four (4) ounce bottle of shampoo and three (3) pieces of paper per week.
6. The First Party will provide three meals per each day for each Second Party's inmate in the Warren County Jail consistent with the meals being served to all inmates at the Warren County Jail. This is based on the assumption that the inmate is present during the normal hours of meal service. Breakfast is served 6:30 - 7:00 a.m., Lunch is served 11:30 - 12:00 and Dinner is served 4:30 - 5:00 p.m. If notice of late arrival is given at least one (1) hour before a scheduled meal, a sack meal will be made available.
7. The First Party will make a commissary service available for the inmates.
8. The First Party will make available an indoors exercise area with a window which allow outside light and air into the area.
9. The First Party will make copies of information in the Law Library on a requested basis.
10. The First Party will provide laundry of the Second Party's inmates while they are incarcerated in the Warren County Jail in the same manner as is provided for all prisoners at the Warren County Jail.

11. The First Party will forward the balance of the inmates' commissary account to said individuals, unless said inmate is turned over to another agency. Then monies on account will be forwarded to that agency and the account will be closed.
12. The First Party will provide for the Second Party's inmates routine medical needs (in house doctor and/or nurse regularly scheduled visits) while housed in the Warren County Jail in the same manner as it provides for Warren County's inmates.
13. The First Party will provide for emergency medical care (including ambulance service), dental care, mental health services, vision care, pharmacy items and other non routine (see 12. Above) medical care of the Second Party's inmates while housed in the Warren County Jail in the same manner as it is provided for Warren County's inmates except that the Second Party shall be responsible for the costs of such care which will be billed to the Second Party on a monthly basis. The First Party will notify the Second Party at the earliest opportunity of an inmate's emergency medical care. Before any non-emergency care (that which is not covered in 12. above) is provided an inmate of the Second Party, that Party shall be contacted for authority to provide such care.
14. The First Party will provide security for an inmate housed at a medical facility for emergency care and will bill the Second Party for the person hours required.
15. The First Party will provide visitation hours as follows:
 - Males: Saturdays 8am-11am – Inmates with last name A-F
 - 1 pm- 4 pm – Inmates with last name G-L
 - 6 pm- 9 pm – Inmates with last name M-S
 - Sundays 8 am- 11 am – Inmates with last name T-Z
 - Females: Sundays 1pm-4pm – Inmates with last name A-M
 - 6 pm- 9 pm – Inmates with last name N-Z

The visits will be limited to twenty (20) minutes in length and one (1) visit per inmate per day. Other conditions and rules may be enforced by the First Party. The First Party has the option to change visitation hours as deemed necessary. If the hours are changed by the First Party, notice will be given to the Second Party.
16. The First Party has a volunteer chaplain program which is made available to the inmates. As long as the volunteers give of their time, this service will be made available.
17. The First Party will not house felons with misdemeanors.
18. The First Party will provide each inmate an "Inmate Handbook".
19. The First Party will use a Second Party's inmate for work detail (laundry, kitchen, etc.) only if the inmate volunteers.
20. The First Party will submit to the Second Party a bill at the address given after the first of each calendar month for the charges due (housing, medical, extra security time, mileage, etc.) for the proceeding month.

In exchange for consideration from the First Party, as set out herein above, the Second Party agrees to the following:

- 1) The Second Party will provide transportation for it's inmates going to the Warren County Jail, from the Warren County Jail to the Second Party, and to

- court at any location other than the Warren County Courthouse on Second Party's charges.
- 2) The Second Party will deliver their inmates to the Sally Port on the west side of the Courthouse (Jail).
 - 3) The Second Party will provide the First Party with booking information on each of the Second Party's inmates housed in the Warren County Jail, including but not limited to copies of Warrants, Commitments, Sentence on Judgments, any required medical information, prior convictions, overall known history, etc.
 - 4) The Second Party will transfer each Second Party's inmate account to the Warren County Jail when it brings an inmate or in as timely manner as possible to the Warren County Jail.
 - 5) The Second Party will take back any Second Party's inmate within twenty-four (24) hours of notification by the First Party that such inmate can no longer be housed in the Warren County Jail for any reason.
 - 6) The Second Party will pay the First Party the following:
 - a) \$ 43.00 per day per inmate for each Second Party's inmates housed in the Warren County Jail. This rate may be changed after thirty (30) days notice for unforeseen circumstances (doctor availability, fixed cost changes, state and/or federal legislation, etc.)
 - b) The actual cost of all medical treatment and medications with the exception of the routine doctor and/or nurse visits (see 12. Above).
 - c) The cost of security when an inmate is housed at a medical facility for emergency care. The rate for these charges will be set each calendar year. The hourly rate for security will be 1.5 times the average rate for a deputy. The current rate is \$15.00 per hour and the mileage rate is .36 per mile.
 - d) The above charges will be paid to the First Party within 30 days after receiving the monthly bill.
 - 7) The Second Party will reimburse the First Party for property damage, other than normal wear and tear, attributable to a Second Party's inmate.
 - 8) Every effort shall be made by the Second Party to pickup their inmates at the time of release and return them to the city or county of origin.

The Second Party has visited the Warren County Jail and it meets their requirements and accepts the jail facility as is.

Both parties agree that should there be any need for litigation, whether legal and/or equitable, the cause shall be filed and heard in Warren County.

This agreement may be revoked by either party with twenty-four (24) hour notice.

I/we agree and accept the conditions as stated in this agreement for the housing of inmates in the Warren County Jail.

For the First Party:
Warren County Sheriff

Mike Baker
Mike Baker, Warren County Sheriff

Dated 01-14-04

Fred Vahle
Fred Vahle, Presiding Commissioner

Dated 01-14-04

Second Party:

Boone County Sheriff's Dept.

Warren Brewer

Dated 1-14-04

Warren Brewer, Jail Administrator
(Law enforcement official, name and title)

Keith Johnson

Dated 1-21-04

Presiding Recorder
(Governing body official, name and title)

CERTIFIED COPY OF ORDER

24 -2004

STATE OF MISSOURI }
County of Boone } ea.

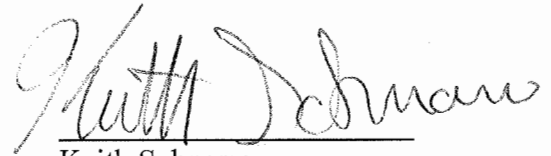
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the following, among other proceedings, were had, viz:

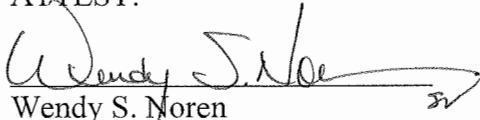
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courthouse Square and Commission Chamber on May 1, 2004 from 8:00 a.m. to 5:00 p.m. for the Salute to Life Walk sponsored by RAIN. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 22nd day of January, 2004.



Keith Schnarre
Presiding Commissioner

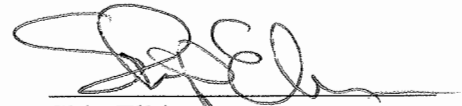
ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

24-2004

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse grounds as follows:

Description of Use: SALUTE TO LIFE WALK - HIV/AIDS AWARENESS
Date(s) of Use: May 1, 2004
Time of Use: From: 9 a.m./p.m. thru 5 a.m./p.m.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws and ordinances in using Courthouse grounds.
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse 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 on the courthouse grounds as specified in this application.

Name of Organization/Person: RAIN
Organization Representative/Title: MINDY MULKEY, Ex. Dir.
Address/Phone Number: 4250 E BOWY #1055, COLUMBIA MO 65201
Date of Application: 1/14/04

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Wanda J. Miller
County Clerk

Keith Schnarre
County Commissioner

DATE: 29 JAN 2004