

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

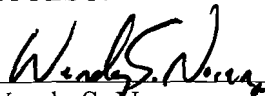
In the County Commission of said county, on the 5<sup>th</sup> day of August 20 08

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

Now on this day the County Commission of the County of Boone does hereby accept the independent audit reports issued by KPMG for the County's Financial Statements and for the Single Audit for the year ended December 31, 2007.

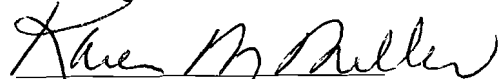
Done this 5<sup>th</sup> day of August, 2008.

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

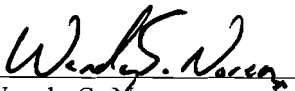
In the County Commission of said county, on the 5<sup>th</sup> day of August 20 08


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

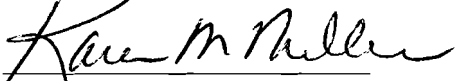
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5895 Kent Drive, Columbia.

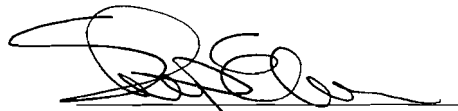
Done this 5<sup>th</sup> day of August, 2008.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Kareh M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	October Session
5895 Kent Drive	)	July Adjourned
	)	Term 2008
	)	Commission Order No. <u>379-2008</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 5<sup>th</sup> day of August 2008, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high
4. The location of the public nuisance is as follows: 5895 Kent Drive, Columbia, MO, a/k/a parcel# 12-415-20-01-094.00 01, Gregory Heights Addition #3, Lot 99, Section 20, Township 49, Range 12 as shown by deed book 2013 page 0479, Boone County
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 1<sup>st</sup> day of July 2008, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public

nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

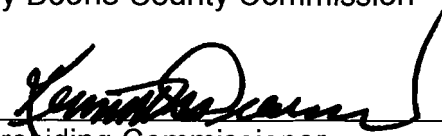
**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

# HEARING NOTICE

Robert and Sandra Steenblock  
2084 E. Bluebird  
Columbia, MO 65201

An inspection of the property you own located at 5895 Kent Drive (parcel # 12-415-20-01-094.00 01) was conducted on June 27, 2008 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 05, 2008 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

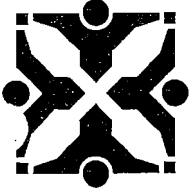
This notice deposited in the U.S. Mail, first class postage paid on the \_\_\_\_\_ day of \_\_\_\_\_  
2008 by \_\_\_\_\_.

TAKEN 07/22/08 @ ~ 2:40 PM  
5895 KENT DRIVE



Robert and Sandra Steenblock  
5895 Kent Drive – weeds violation  
TIMELINE

- 06/27/08: citizen complaint received
- 06/27/08: initial inspection conducted
- 06/30/08: notice sent via certified mail
- 07/01/08: notice signed for by owner
- 07/16/08: 2<sup>nd</sup> inspection conducted – violation not abated
- 07/22/08: pictures taken at ~ 2:40 pm
- 07/23/08: hearing notice sent



## HEARING NOTICE

Robert and Sandra Steenblock  
2084 E. Bluebird  
Columbia, MO 65201

An inspection of the property you own located at 5895 Kent Drive (parcel # 12-415-20-01-094.00 01) was conducted on June 27, 2008 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 05, 2008 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 23 day of July 2008 by EP.





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

**NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH  
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT**

Robert and Sandra Steenblock  
2084 E. Bluebird  
Columbia, MO 65201

An inspection of the property you own located at 5895 Kent Drive (parcel # 12-415-20-01-094.00) was conducted on June 27, 2008 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the weeds have not been cut by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the weeds are not cut and removed as ordered, the County Commission may have the weeds cut and removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the weeds are cut within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 30 day of June 2008 by RV.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)

# Call Inquiry

SUNGARD PUBLIC SECTOR  
HTE NavLine



- ★ 2348
- Events
- Email log
- Reminders
- Work requests

### Call Information

Call ID: 2348      Status: Open      Entity: City of Columbia  
Comments:  
julia young called - weeds at 6008 kent, 5897 kent, 5895 kent

### Call Details

Call type: CE-County Nuisance  
Entry date/time: 06/27/2008 08:51:13  
Entry user ID: Vellema, Kristine - Health E  
Origin: Telephone  
Work group: Environmental Health

### Contact Information

Contact ID: 154830  
Contact name: Undefined  
Home phone: (573) 999-9999  
Customer:  
Location:  
Service:

### Call Assignment/Notification

Contact notification: None  
Notification date:  
Email updates: No  
Notification user: Vellema, Kristine - Health E  
Forward to user: Vellema, Kristine - Health E

### Close Information

Close date/time: 00:00:00  
Close user:  
Elapsed time: .65 Hours  
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...

*6/27.  
5895-weeds  
5897-weeds, tank*

*6008; weeds*

JUN 30 2008

7008 0150 0001 1734 5242

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.32</b>

*Kris Envis Health*

**COLUMBIA MO**  
 Postmark Here  
**JUN 30 2008**  
 USPS

Sent To: *Robert & Sandra Steenblock*  
 Street, Apt. No., or PO Box No.: *2084 E. Bluebird*  
 City, State, ZIP+4: *Columbia MO 65201*

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
*Robert & Sandra Steenblock*  
*2084 E. Bluebird*  
*Columbia, MO*  
*65201*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery  
*7-1-08*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7008 0150 0001 1734 5242**



**Tom Schauwecker**  
**Boone County Assessor**

**Boone County Government Center**  
**801 East Walnut**  
**Columbia, MO 65201-7732**

**(573) 886-4270 Office**  
**(573) 886-4254 Fax**



**Parcel 12-415-20-01-094.00 01**

**Property Location 5895 KENT DRIVE**

City \_\_\_\_\_ Road **COUNTY ROAD DISTRICT (CO)** School **COLUMBIA (C1)**  
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **STEENBLOCK ROBERT & SANDRA L**  
 Address **2084 E BLUEBIRD LN**  
 City, State Zip **COLUMBIA, MO 65201**

Subdivision Plat Book/Page **0010 0037**  
 Section/Township/Range **20 49 12**

Legal Description **GREGORY HEIGHTS ADD #3**  
**(REPLAT 1) LOT 99**  
 Lot Size **70 x 120**

Deed Book/Page **2013 0479 1186 0173**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
<b>RI</b>	<b>11,700</b>	<b>44,600</b>	<b>56,300</b>	<b>RI</b>	<b>2,223</b>	<b>8,474</b>	<b>10,697</b>
<b>Totals</b>	<b>11,700</b>	<b>44,600</b>	<b>56,300</b>	<b>Totals</b>	<b>2,223</b>	<b>8,474</b>	<b>10,697</b>

Previous Year's Tax  
 Year **2007** Amount **\$651.44**

**Residence Description**

Year Built **1972**  
 Use **SINGLE FAMILY (101)**

Basement **CRAWL SPACE (2)** Attic **NONE (1)**

Bedrooms **3** Main Area **1,056**  
 Full Bath **1** Finished Basement Area **0**  
 Half Bath **0**  
 Total Rooms **6** Total Square Feet **1,056**

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Boone County, Missouri  
Unofficial Document

479



Recorded In Boone County, Missouri  
Date and Time: 10/01/2002 at 11:14:03 AM  
Instrument #: 2002029124 Book: 02013 Page: 0479

First Grantor HARDT, JOEL L  
First Grantee: STEENBLOCK, ROBERT  
Instrument Type WD  
Recording Fee \$28.00

*Bette Johnson*  
Bette Johnson, Recorder of Deeds



## GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 30th day of September, 2002, by and between  
JOEL L. HARDT, A SINGLE PERSON

party or parties of the first part of BOONE County, State of Missouri, Grantor(s) and ROBERT STEENBLOCK  
AND SANDRA L. STEENBLOCK, HUSBAND AND WIFE

party or parties of the second part of BOONE County, State of Missouri, Grantee(s).

\*Grantee's Mailing Address is 2084 E. Bluebird Columbia, MO 65201

WITNESSETH, that the said party or parties of the first part, in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, State of Missouri, to-wit

LOT NINETY-NINE (99) OF GREGORY HEIGHTS SUBDIVISION ADDITION NO. 3, REPLAT NO. 1, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 10, PAGE 37, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD THE SAME, together with all the rights, immunities, privileges, and appurtenances thereunto belonging unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2002 and thereafter, and special taxes becoming a lien after the date of this deed.

BOOGWD

<http://www.showmeboone.com>

Boone County, Missouri  
Unofficial Document

480

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Joel L. Hardt  
JOEL L. HARDT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MISSOURI

COUNTY OF BOONE

} ss

On this 30th day of September, 2002, before me personally appeared JOEL L. HARDT, A SINGLE PERSON

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in COLUMBIA, Missouri, the day and year first above written.

My term expires the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Tammy Brewer  
signed

(SEAL)

TAMMY BREWER  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires June 6, 2005

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08


In the County Commission of said county, on the 5<sup>th</sup> day of August 20 08


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


Now on this day the County Commission of the County of Boone does hereby adopt the Findings of Fact and Conclusions of Law relative to a conditional use permit for Mark and Kristi Farrell for a permit for a kennel on 10.0 acres, more or less, located at 15585 S. Hagans Rd., Ashland.

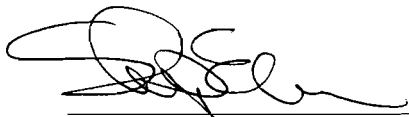
Done this 5<sup>th</sup> day of August, 2008.

ATTEST:

  
\_\_\_\_\_  
Wendy S. Moren  
Clerk of the County Commission

  
\_\_\_\_\_  
Kenneth M. Pearson  
Presiding Commissioner

  
\_\_\_\_\_  
Karen M. Miller  
District I Commissioner

  
\_\_\_\_\_  
Skip Elkin  
District II Commissioner

# CONDITIONAL USE PERMIT BOONE COUNTY, MISSOURI

PROPERTY OWNER: Mark & Kristi Farrell

ADDRESS: 15585 S Hagans Rd., Ashland.

LEGAL DESCRIPTION: Tract E of a survey shown in Book 306, Page 462 of Boone County Records, being in the SE ¼ Sec. 14, Twp. 46 N. Rge. 12 W.

ZONING: A-2 (Agriculture)

DATE APPROVED: July 29, 2008

CONDITIONAL USE: Kennel

CONDITIONS OF APPROVAL:

- No more than 8 breeding females on site at any time.
- That the hours during which the dogs are exercised outside be restricted to 8:00am to 6:00pm.
- The building is to be a soundproofed, air conditioned structure.
- No odor shall be perceptible at the boundary of the premises.
- The noise outside the building shall not exceed that of average daily traffic measured at the lot line.
- The wastewater system for the kennel must comply with public health standards

VOID DATE: Void if not used by 7/30/2009 or is not used for any continuous 12 month period from original issue date.

EXPIRATION DATE: N/A

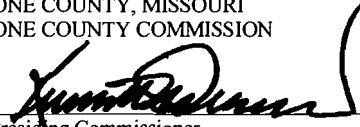
### ORDER OF APPROVAL

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

  
County Clerk

BOONE COUNTY, MISSOURI  
BOONE COUNTY COMMISSION

by   
Presiding Commissioner

APPROVED:

  
Director, Boone County Planning and Building Inspection

Dated: 8/15/08



**CONDITIONAL USE PERMIT  
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: Mark & Kristi Farrell

ADDRESS: 15585 S Hagens Rd., Ashland.

LEGAL DESCRIPTION: Tract E of a survey shown in Book 306, Page 462 of Boone County Records, being in the SE ¼ Sec. 14, Twp. 46 N. Rge. 12 W.

ZONING: A-2 (Agriculture)

DATE APPROVED: July 29, 2008

CONDITIONAL USE: Kennel

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- The noise outside the building shall not exceed that of average daily traffic measured at the lot line.
- The wastewater system for the kennel must comply with public health standards

VOID DATE: Void if not used by 7/30/2009 or is not used for any continuous 12 month period from original issue date.

EXPIRATION DATE: N/A

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**ORDER OF APPROVAL**

The Boone County Commission through its presiding officer hereby approves issuance of the above conditional use permit as prescribed above, subject to the conditions of approval specified above. Subject to the conditions for issuance and use of this permit, the Commission finds in issuance of this permit that all requirements for issuance are satisfied and that the Commission further makes its findings of fact and conclusions of law in accordance with the provisions shown on the reverse side hereof, validating issuance of this permit. This permit shall not be valid unless countersigned by the Director of the Boone County Department of Planning and Building Inspection and shall expire unless the use authorized hereunder is exercised within one year after the approval date shown above. This permit shall also be revocable for violation of any term or condition contained in this permit upon the complaint of the director and a showing of good cause upon order of the Boone County Commission in accordance with the regulations applicable hereto.

ATTEST:

\_\_\_\_\_  
County Clerk

BOONE COUNTY, MISSOURI  
BOONE COUNTY COMMISSION

by   
Presiding Commissioner

APPROVED:

  
Director, Boone County Planning and Building Inspection

Dated: 8/5/08

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08


In the County Commission of said county, on the 5<sup>th</sup> day of August 20 08

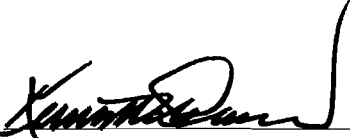
the following, among other proceedings, were had, viz:

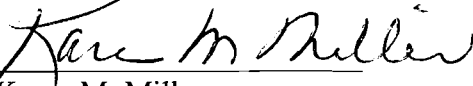
Now on this day the County Commission of the County of Boone does hereby award bid 32-10JUL08 – Chip and Seal Projects to Missouri Petroleum Products Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

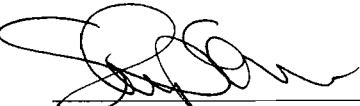
Done this 5<sup>th</sup> day of August, 2008.

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

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

5<sup>th</sup>

day of August


20 08

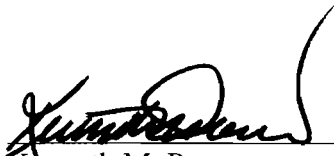
the following, among other proceedings, were had, viz:

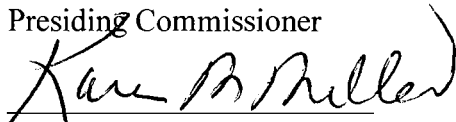
Now on this day the County Commission of the County of Boone does hereby award bid 19-08APR08 – Patrol Rifles to Sabre Defence Industries. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 5<sup>th</sup> day of August, 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  
Patrol Rifles**

THIS AGREEMENT dated the 5<sup>th</sup> day of August 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sabre Defence Industries**, 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 **Patrol Rifles**, County of Boone Request for Bid, bid number **19-08APR08**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated April 5, 2008 and executed by Michael A. Corlett, 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, Standard Terms and Conditions, and any applicable addenda 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 five (5) Patrol Rifles @ \$869.00 each (\$4,345.00) and five (5) stock mounted single magazine holders at \$25.99 each (\$129.95) as specified and responded to in the bid specifications. Total cost of contract is Four Thousand Four Hundred Seventy Four Dollars and Ninety Five Cents (\$4,474.95).

3. **Delivery** - Contractor agrees to deliver the equipment as stated above to the Boone County Sheriff's Department within sixty (60) days after order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's 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.

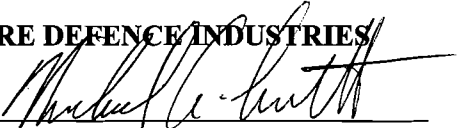
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

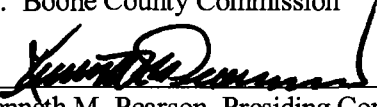
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

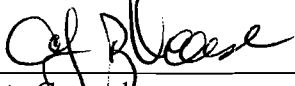
**SABRE DEFENCE INDUSTRIES**

by   
title Director of Sales & Marketing

**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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Signature  Date 7/22/2008 Appropriation Account 2901-91300 - \$4,474.95

4. Response Form

4.1. Company Name: Sabre Defence Industries

4.2. Address: 450 Allied Drive

4.3. City/Zip: Nashville, TN 37211

4.4. Phone Number: 615-333-0077

4.5. Fax Number: 615-333-6229

4.6. E-mail Address: M.CURLETT@sabredefence.com

4.7. Federal Tax ID: 481285373

4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.8. PRICING				
<b>Base Bid:</b>		Unit Price	Quantity	Extended Total
4.8.1.	Patrol Rifles in accordance with Section 2.2.1. Note: Price must include front and rear night sights and three (3), 20-round magazines.	\$ 869.00	5	\$ 4,345.00
4.8.1.1.	Brand Name:			
4.8.1.2.	Model Number:			
<b>Optional Equipment:</b>				
4.8.2.	Stock mounted single magazine holder	\$ 25.99	5	\$ 129.95
4.8.2.1.	Brand Name: <u>Blackhawk</u>			
4.8.2.2.	Model Number: <u>52BS17 BK</u>			
4.8.3.	Stock mounted double magazine holder	Unknown	5	
4.8.3.1.	Brand Name: <u>?</u>			
4.8.3.2.	Model Number:			
4.8.4.	Soft-sided carrying case with external magazine pouches & separate zippered storage pouch	\$ 24.00	5	\$ 120.00
4.8.4.1.	Brand Name: <u>Sabre Defence</u>			
4.8.4.2.	Model Number: <u>10117</u>			
4.8.5.	Tactical sling	\$ 38.95	5	\$ 194.75
4.8.5.1.	Brand Name: <u>Wilderness</u>			
4.8.5.2.	Model Number: <u>GTSCARRIB</u>			

4.9. Describe Warranty Features of all Items:

(See attached warranty statement)

4.10. Describe Any Deviations

None

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

Yes  No

4.13. Delivery ARO: 60 days

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand):



Date: 4-5-08

Print Name and Title of Authorized Representative

Michael A. Corbett



*production • precision • perfection*  
**SABRE DEFENCE INDUSTRIES**  
[www.sabredefence.com](http://www.sabredefence.com)

## *Limited One-Year Warranty*

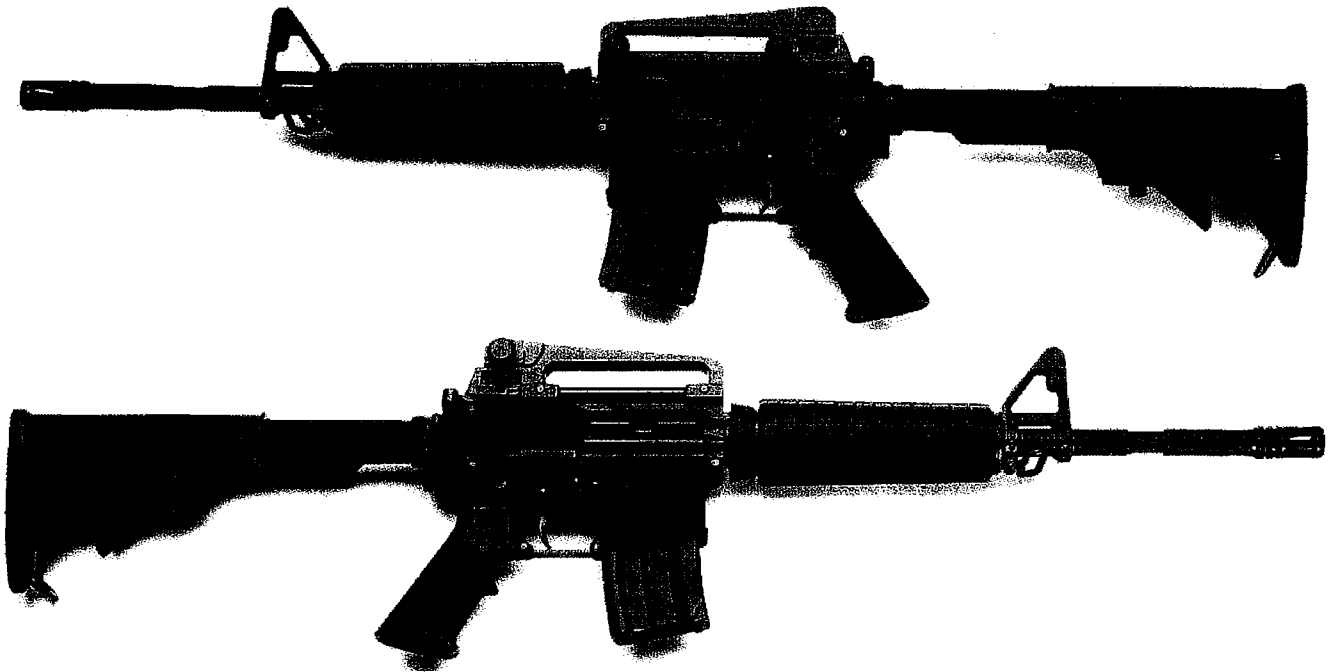
Sabre Defence Industries, LLC. products are warranted to be free from defects in materials and workmanship. Written notice is required as described below and any such defect of Sabre Defence Industries, LLC. will be remedied if the written notice is within one year and ten days from the date of the first purchase by the customer. This warranty is granted by Sabre Defence Industries, LLC., 450 Allied Drive, Nashville, Tennessee 37211.

To initiate a warranty claim, call Sabre Commercial Sales Department (615-333-0077 Monday – Friday 8:00 a.m. – 5:00 p.m. CST) to get a return authorization. Warranty claims must include the model and serial number (in writing) of the product concerned, a description of the problem experienced, and the date of purchase. The product should be shipped prepaid to the Commercial Division, Sabre Defence Industries, LLC., 450 Allied Drive, Nashville, Tennessee 37211. Sabre Defence Industries, LLC. will accept no responsibility for loss or damage in transit. The product should be insured by the owner prior to shipping. Shipping and insurance charges for the return of the product to its owner will be paid by Sabre Defence Industries, LLC. if the related claim is a proper claim for warranty work.

Under no circumstances shall Sabre Defence Industries, LLC. be responsible for incidental or consequential damages with respect to economic loss or injury to property, whether as a result of express or implied warranty, negligence or otherwise. Sabre Defence Industries, LLC. will not be responsible for the results of careless handling, unauthorized adjustments, defective, low quality, reloaded, or improper ammunition, corrosion, neglect, ordinary wear and tear, or unreasonable use. The liability of Sabre Defence Industries, LLC. under this warranty is limited solely to the obligation to repair or replace the product, and pay transportation and insurance charges for return of the product to the owner.



# Sabre M4 Carbine 5.56mm



## Technical Specifications – Sabre XR15A3 14.5” M4 Carbine

Sabre A3 Flat-Top Upper and Matched Lower CNC Machined from 7075-T6 Forgings and hard coat Mil-Spec anodized.

Sabre 14.5” (as pictured) M4 Contour Mil-B-11595 Vanadium Alloy, 1:7 twist, chrome-lined barrel with double phosphate finish per Mil-Spec.

Chambered for Caliber 5.56mm x 45mm NATO (.223 Remington commercial ammo compatible)

F-Marked Forged Front Sight base

M4 Style 6-Position Collapsible Buttstock

Standard M4 “Oval” Plastic Handguards or standard CAR handguards (pictured)

Standard A2 Pistol Grip (pictured) or Tactical Ergo Grip (optional at no extra cost)

Semi-Auto single-stage Mil-Spec trigger group

Standard A2 Flash Hider (removable and threaded ½ 28 RH)

Detachable Carry Handle with Trijicon Tritium Illuminated Rear Sight.

Trijicon Tritium Illuminated Front Sight Post

United States  
450 Allied Drive  
Nashville, TN 37211  
Phone: (615) 333-0077  
Fax: (615) 333-6229  
[www.SabreDefence.com](http://www.SabreDefence.com)



United Kingdom  
Sabre House, Belvue Road  
Northolt, Middlesex UB5-5QJ  
Phone: +44 (0) 20 8842-0603  
Fax: +44 (0) 20 8845-4814  
[www.SabreDefence.co.uk](http://www.SabreDefence.co.uk)

# Sabre M4 Carbine 5.56mm

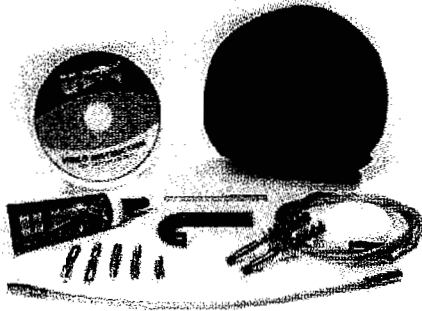


## Optional Equipment

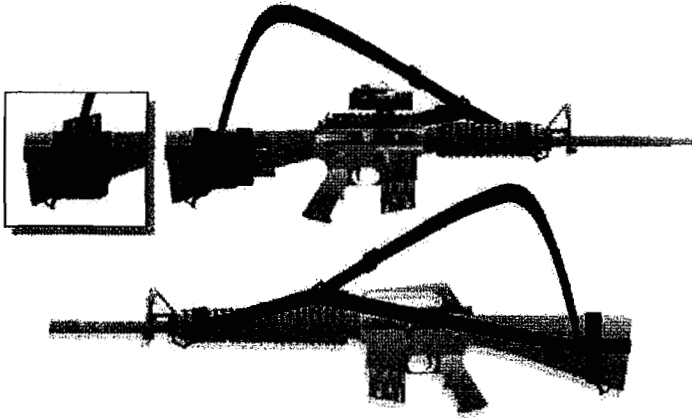
- **Sabre Nylon Tactical Carry Case** Nylon carry case with four magazine pouches, zipper pocket, and shoulder carry sling. Embroidered with Sabre logo.



- **Otis M16 Cleaning System** including book and DVD (included free with each rifle)



- **Magazines, 20-round** Quantity (3) included with each rifle
- **Wilderness Products Giles Tactical Carry Sling**



United States  
450 Allied Drive  
Nashville, TN 37211  
Phone: (615) 333-0077  
Fax: (615) 333-6229  
[www.SabreDefence.com](http://www.SabreDefence.com)

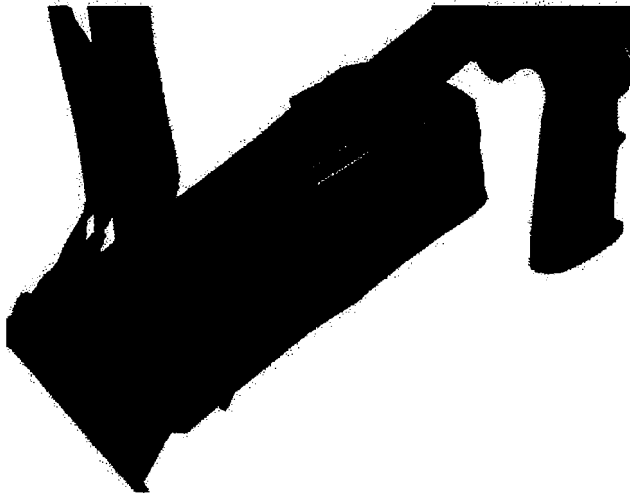


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Sabre House, Belvue Road  
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Fax: +44 (0) 20 8845-4814  
[www.SabreDefence.co.uk](http://www.SabreDefence.co.uk)

# Sabre M4 Carbine 5.56mm



- Blackhawk Single Magazine Pouch (Stock Mounted)



Questions regarding this quote should be directed to:

Michael Curlett  
Director of Commercial Operations  
Sabre Defence Industries, LLC.

Tel. (615) 333-0077  
Fax (615) 333-6229  
Email: [m.curlett@sabredefence.com](mailto:m.curlett@sabredefence.com)

United States  
450 Allied Drive  
Nashville, TN 37211  
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*production • precision • perfection*  
**SABRE DEFENCE INDUSTRIES**  
[www.sabredefence.com](http://www.sabredefence.com)

### About Us

Sabre Defence Industries, LLC. was established in December 2002 and is based in Nashville, Tennessee. The company previously known as Ramo was founded in 1977 and produced .50 cal machine guns, components, and accessories before acquisition to form the now current U.S. operations of Sabre Defence Industries, LLC.

Sabre Defence operates in a 45,000 sq. ft. facility on six acres in Nashville, Tennessee. Sabre Defence currently employs over 100 personnel that manufacture and distribute weapons, parts, and accessories for military, law enforcement, and civilian use. A mix of war-inspired business, product diversification and a \$5 million capital investment have helped triple sales in less than three years, while implementation of efficiency techniques have allowed the business to cut production costs by over 25%.

Sabre Defence is an ISO 9001-2000 registered company and holds to a strict quality policy: Sabre's policy is to provide quality products that meet our customers expectations and to deliver these products on schedule. We intend to do this in an environment that promotes continuous improvement and both customer and employee satisfaction.

Sabre Defence is a complete manufacturing facility. From basic milling and turning to deep hole drilling and both cut and button rifling, Sabre Defence produces all the major components for our weapons in house rather than purchase from outside sources. We have many specialized machines to perform this work but the most valuable asset is our operators and technicians that both run and set up these machines. Many of our CNC operators have been drilling and rifling barrels for over 15 years. We use the best materials available so our customers receive an excellent product at a reasonable price. We are constantly updating and adding new machinery and technology to our plant to both speed up and more accurately produce the best product possible. We do not simply assemble the parts to get your new Sabre XR15 rifle, but actually manufacture as many of the parts in our own factory as possible to build the highest quality firearm possible.

*Isn't it time you experienced what production, precision, and perfection can mean to your firearms?*



*production • precision • perfection*  
**SABRE DEFENCE INDUSTRIES**  
[www.sabredefence.com](http://www.sabredefence.com)  
450 Allied Drive • Nashville, TN 37211  
Phone (615) 333-0077 • Fax (615) 333-6229



## Request for Bid (RFB)

**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

***Tyson Boldan, Buyer***  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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### ***Bid Data***

Bid Number: **19-08APR08**  
Commodity Title: **Patrol Rifles**

## **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **TUESDAY, April 8, 2008**  
Time: **1:30 P.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 209  
Columbia, MO 65201**

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

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### ***Bid Opening***

Day / Date: **TUESDAY, April 8, 2008**  
Time: **1:30 P.M., C.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### ***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" 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. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 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, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. 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 Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment 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, 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 to one or multiple respondents. The County also reserves the right to not award any item or group of items if the goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 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. **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 contract for the furnishing and delivery of new **AR-15 Style Semi-Automatic .223 Caliber Patrol Rifles** with all manufacturer’s standard equipment and those features as detailed in the following specifications. .
  - 2.1.1. **Quantity** – The County anticipates ordering a minimum of five (5) patrol rifles.
- 2.2. **BASE BID MINIMUM TECHNICAL SPECIFICATIONS**
  - 2.2.1. The patrol rifles must have a 14.5” barrel with a rate of twist of 1 in 7, 1 in 8, or 1 in 9, chrome lined barrel, flash hider, forward bolt assist, removable carrying handle, collapsible 4 or 6 position stock, and must be equipped with front and rear night sights and three (3) 20 round magazines.
- 2.3. **OPTIONAL EQUIPMENT**
  - 2.3.1. Note: At the County’s sole discretion, the County **may** choose to purchase the following optional equipment.
  - 2.3.2. Stock mounted single magazine holder for above magazine capacity in black, olive drab green, or woodland camouflage.
  - 2.3.3. Stock mounted double magazine holder for above magazine capacity in black, olive drab green, or woodland camouflage
  - 2.3.4. Soft-sided carrying case for above rifle with external magazine pouches and a separate zippered storage pouch in black, olive drab green or woodland camouflage.
  - 2.3.5. Tactical sling for above rifle in black, olive drab green or woodland camouflage.
- 2.4. **WARRANTY:** Bid prices will include standard factory warranty and warranty information should be included with the bid response.
- 2.5. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s bid response non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.6. **DESIGNEE** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
  - 2.6.1. **Contact-** Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [tboldan@boonecountymmo.org](mailto:tboldan@boonecountymmo.org)
- 2.7. **DELIVERY** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
  - 2.7.1. **Delivery Terms:** Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
  - 2.7.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.8. **EVALUATION** - The Bidder may be required to provide the Sheriff’s Department with a firearm proposed in the bid response for a five day evaluation period. The cost of providing this sample will be the responsibility of the Bidder. Suitability of the firearm in the proposed working environment will be an evaluation factor.



**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's 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." Manufacturer's published specifications for the items requested shall be included with the response.
- 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. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
  - 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** - The County reserves 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** - The County reserves 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** - The County's 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** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
  - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. E-mail Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.8. PRICING		Unit Price	Quantity	Extended Total
<b>Base Bid:</b>				
4.8.1.	<b>Patrol Rifles</b> in accordance with Section 2.2.1. Note: Price must include front and rear night sights and three (3), 20-round magazines.		5	
4.8.1.1.	Brand Name:			
4.8.1.2.	Model Number:			
<b>Optional Equipment:</b>				
4.8.2.	<b>Stock mounted single magazine holder</b>		5	
4.8.2.1.	Brand Name:			
4.8.2.2.	Model Number:			
4.8.3.	<b>Stock mounted double magazine holder</b>		5	
4.8.3.1.	Brand Name:			
4.8.3.2.	Model Number:			
4.8.4.	<b>Soft-sided carrying case</b> with external magazine pouches & separate zippered storage pouch		5	
4.8.4.1.	Brand Name:			
4.8.4.2.	Model Number:			
4.8.5.	<b>Tactical sling</b>		5	
4.8.5.1.	Brand Name:			
4.8.5.2.	Model Number:			

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4.9. Describe Warranty Features of all Items:

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4.10. Describe Any Deviations

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

4.13. Delivery ARO: \_\_\_\_\_

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.**

4.11.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title of Authorized Representative

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*Standard Terms and Conditions*

**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

**Tyson Boldan, Buyer**  
Phone: (573) 886-4392 – 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 Quotation 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 quotation 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. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

Boone County Purchasing  
Tyson Boldan  
Buyer



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

---

## “NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

---

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number: **19-08APR08 – Patrol Rifles**

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

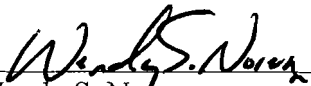
In the County Commission of said county, on the 5<sup>th</sup> day of August 20 08

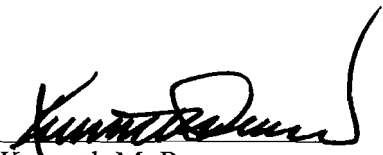
the following, among other proceedings, were had, viz:

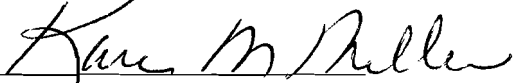
Now on this day the County Commission of the County of Boone does hereby approve the request for surplus vehicle disposal per the attached memorandum. It is further ordered the Presiding Commissioner is hereby authorized to sign said disposal forms.

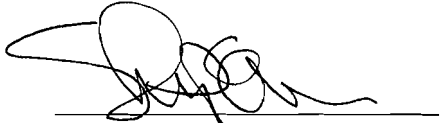
Done this 5<sup>th</sup> day of August, 2008.

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

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB  
Director of Purchasing

DATE: August 1, 2008

RE: Surplus Vehicle Disposal

The following is a list of surplus vehicles. Purchasing is requesting Commission approval to dispose or transfer these vehicles as follows:

<b>DISPOSAL THROUGH – KIRKSVILLE AUTO AUCTION – with Jim Cornell as our representative</b>			
<b>Year</b>	<b>Description</b>	<b>Approximate Mileage</b>	<b>VIN #</b>
2005	Ford Crown Victoria	76,555	2FAFP71W51X185155
2002	Ford Windstar Van	95,000	2FTZA54452BA58976
2005	Ford Crown Victoria	80,012	2FAHP71W95X178725
<b>Change commission order 309-2008 approving the following Crown Vic be surplus for auction and TRANSFER TO 1210 - Adult Court Services on a permanent basis. This vehicle is replacing the vehicle listed above, vin # 2FAFP71W51X185155</b>			
2005	Ford Crown Vic	86,000	2FAFP71W65X105030 (asset tag 14670)

Attached for signature are the fixed asset disposal forms.

cc: Disposal File  
Greg Edington, PW  
Beverly Braun, Leasa Quick, Greg Vandergriffe, Chad Martin, Dwayne Carey, Sheriff  
Carol Wilson, Clerk  
Caryn Ginter, Auditor

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 4/18/08

FIXED ASSET TAG NUMBER: 14670

DESCRIPTION: 2005 FORD CROWN VIC

REQUESTED MEANS OF DISPOSAL: ~~TRANSFER TO PUBLIC WORKS~~

OTHER INFORMATION:

CONDITION OF ASSET: MILEAGE AND PROBLEMS W/CATALYTIC CONVERTORS

REASON FOR DISPOSITION:

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

DEPARTMENT: Boone County Sheriff's Dept. (25)

SIGNATURE

*Jewely Brown*

RECEIVED

APR 18 2008

BOONE COUNTY AUDITOR

*2 FAPP TW 65 x 105 030*

**AUDITOR**

ORIGINAL PURCHASE DATE 10/19/2004

RECEIPT INTO N/A

ORIGINAL COST 19,827.00

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED \_\_\_\_\_

ASSET GROUP 1405

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME Adult Court Services NUMBER 1210

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL Pete Bakus

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 309-2008

DATE APPROVED 6/24/08

SIGNATURE *[Signature]*



VEHICLE DISPOSAL CHECK LIST

14670

VEHICLE VIN: 2FAFP71W65X105030

VEHICLE YEAR 2005 MILEAGE 86,000

REASON FOR DISPOSAL: mileage + catalytic converters

CAGE REMOVED:

CELLULAR TELEPHONE EQUIP. REMOVED:

LIGHT BARS REMOVED:

MAGLIGHT/STINGER FLASHLIGHT REMOVED:

MOBILE VIDEO EQUIPMENT REMOVED:

RADIO EQUIPMENT REMOVED:

STRIPES REMOVED:

DATE VEHICLE AVAILABLE FOR SALE: 4-18-08

Capt. Greg Vandenburg  
Boone County Sheriff's Department

4-18-08  
Date:

STATE OF MISSOURI

CERTIFICATE OF TITLE

0743ZDK903

ORIGINAL

PLATE NUMBER  
P-124528

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY STYLE	TYPE	
2FAFP71W65X105030	05	FORD	CROWN VICTORY	SEDAN		
CY	HP	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER	TAX	PURCHASE DATE	DATE ISSUED
8	41		5	EX 08	10/01/04	11/04/04

OWNER  
**BOONE COUNTY**  
**801 E WALNUT ST ROOM 245**  
**COLUMBIA MO 65201**

MAIL TO  
  
**BOONE COUNTY**  
**801 E WALNUT ST ROOM 245**  
**COLUMBIA MO 65201-4890**

VEHICLE SUBJECT TO FOLLOWING LIENS

FIRST LIEN

LIEN DATE

ALL TITLES ISSUED ON OR AFTER JULY 1, 2003, WILL BE MAILED TO THE OWNER.

SECOND LIEN

LIEN DATE

Lien release: To release any lien shown on the face of this title, the lienholder must complete a notarized Lien Release form (DOR 4809) to be attached to this title.

Any person who knowingly and intentionally submits a separate document releasing a lien for another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

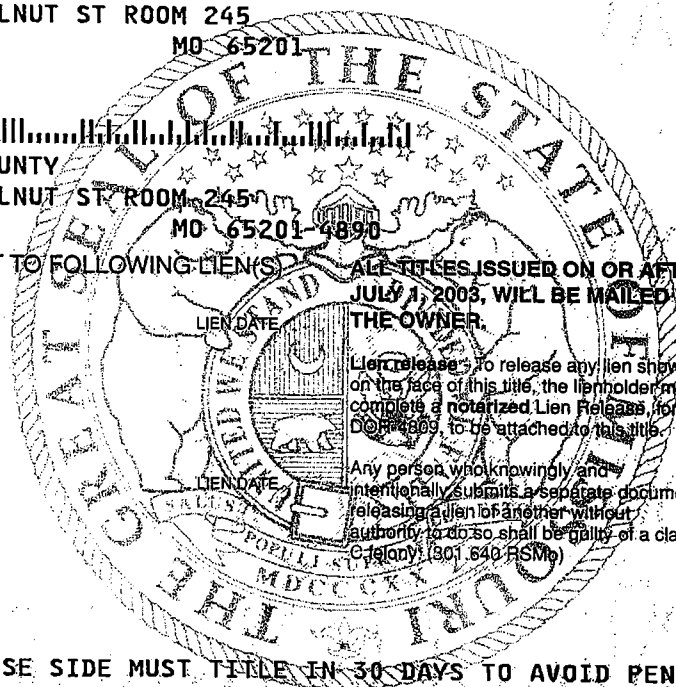
BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

\*ACTUAL MILEAGE

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE.

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT



MO 880-0431-100-021

038728558

*[Signature]*  
DIRECTOR OF REVENUE

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 08


In the County Commission of said county, on the 24<sup>th</sup> day of June 20 08

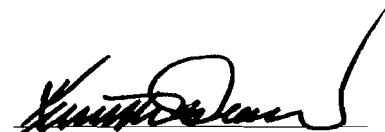
the following, among other proceedings, were had, viz:

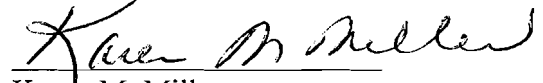
Now on this day the County Commission of the County of Boone does hereby approve the request for disposal of a 2005 and 2007 Ford Crown Vic. It is further ordered the Presiding Commissioner is hereby authorized to sign said disposal forms.

Done this 24<sup>th</sup> day of June, 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

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

**TO:** Boone County Commission

**FROM:** Melinda Bobbitt, CPPB  
Director of Purchasing

**DATE:** June 17, 2008

**RE:** Vehicle Disposal

Following is a Sheriff Department vehicle that has recently been replaced. Purchasing requests Commission approval to dispose of the Crown Vic through the Kirksville Auto Auction with Jim Cornell serving as our representative. Attached for signature is the fixed asset disposal form.

DISPOSAL THROUGH AUCTION			
Year	Description	Approximate Mileage	VIN #
2005	Ford Crown Vic	86,000	2FAFP71W65X105030

Following is a Sheriff Department vehicle that was involved in an accident. The asset and title will be turned over to Marcit, our insurance company.

DISPOSAL THROUGH AUCTION			
Year	Description	Approximate Mileage	VIN #
2007	Ford Crown Vic		2FAHP71W47X160460

cc: Caryn Ginter, Auditor  
Greg Edington, PW

Leasa Quick, Sheriff  
Captain Braun, Sheriff

Carol Wilson, Clerk

**From:** <Patricia.Edelen@courts.mo.gov>  
**To:** "Melinda Bobbitt" <MBobbitt@boonecountymo.org>  
**Date:** 7/24/2008 11:31 AM  
**Subject:** Re: title

**CC:** "Caryn Ginter" <CGinter@boonecountymo.org>, "Susan Robertson" <SRobertso... Melinda,

It was my understanding the vehicle with the VIN #2FAFP71W65X105030 is the vehicle that was transferred to our Adult Court Services and the Sheriff Dept. was to submit that transfer.

The vehicle we are disposing of has the VIN #2FAF871W51X185155. Do you have that disposal form? If not I can fax that disposal request.

Patricia Edelen  
 Secretary to the Court Administrator  
 13th Judicial Circuit Court  
 705 E. Walnut Street  
 Columbia, MO 65201  
 patricia.edelen@courts.mo.gov

Telephone #: (573) 886-4056  
 Fax #: (573) 886-4070

"Melinda Bobbitt"  
 <MBobbitt@boonecountymo.org>  
 To  
 "Caryn Ginter"  
 07/24/2008 11:09 AM <CGinter@boonecountymo.org>, "Pat Edelen"  
 <Patricia.Edelen@courts.mo.gov>  
 cc  
 "Susan Robertson"  
 <SRobertson@boonecountymo.org>  
 Subject  
 title

Caryn & Pat,  
 I'm still waiting on the Disposal Form for vin # 2FAFP71W65X105030 for the Crown Vic that I need to dispose of. Do one of you have it?

Pat - if you already sent it to the Auditor's office, could you fax me a copy of it to 886-4390?  
 Thanks,

**From:** Melinda Bobbitt  
**To:** Patricia.Edelen@courts.mo.gov  
**Subject:** Re: Fw: Update -- Replacement ACS vehicle

Pat,  
You can leave it at Public Works. I'll have Jim Cornell pick it up there.  
Thanks,  
Melinda

>>> <Patricia.Edelen@courts.mo.gov> 7/16/2008 3:25 PM >>>

Melinda,

I mailed the disposal form to Caryn Ginter (Auditors Office) this morning for the vehicle our Adult Court Services would like to dispose of. We've scheduled the tires to be switched on Friday at Public Works. Once the tires are switched, where do you want us to take the car we need to dispose of?

Patricia Edelen  
Secretary to the Court Administrator  
13th Judicial Circuit Court  
705 E. Walnut Street  
Columbia, MO 65201  
[patricia.edelen@courts.mo.gov](mailto:patricia.edelen@courts.mo.gov)

Telephone #: (573) 886-4056

Fax #: (573) 886-4070

----- Forwarded by Patricia Edelen/13/Courts/Judicial on 07/16/2008 03:11 PM -----

Patricia  
Edelen/13/Courts/  
Judicial

To

Pete

07/15/2008 10:13 AM Bakutes/13/Courts/Judicial@JUDICIAL, Kathy Lloyd/13/Courts/Judicial

cc

Subject

Re: Update -- Replacement ACS vehicle(Document link: Patricia Edelen)

*Jim picked up this title*

Pete,

I called Melinda regarding switching the tires and she said this is allowable. She also mentioned Greg at Public Works (449-8515) can switch

**From:** <Patricia.Edelen@courts.mo.gov>  
**To:** <MBobbitt@boonecountymo.org>  
**Date:** 7/14/2008 8:30 AM  
**Subject:** Fw: ACS Request for a Surplus Vehicle  
**Attachments:** Sheriff Vehicle July 2008.doc

Here it is

Patricia Edelen  
 Secretary to the Court Administrator  
 13th Judicial Circuit Court  
 705 E. Walnut Street  
 Columbia, MO 65201  
 patricia.edelen@courts.mo.gov

Telephone #: (573) 886-4056  
 Fax #: (573) 886-4070

----- Forwarded by Patricia Edelen/13/Courts/Judicial on 07/14/2008 08:29 AM -----

Pete  
 Bakutes/13/Courts  
 /Judicial

To

07/11/2008 02:51 PM Patricia Edelen/13/Courts/Judicial@JUDICIAL cc

Subject  
 ACS Request for a Surplus Vehicle  
 (Document link: Patricia Edelen)

*Will have to record this  
 Commission order  
 to if they decide  
 take this  
 vehicle*

I just returned from BCJ where Capt. Greg Vandegriffin showed me a surplus vehicle that is available to other County agencies. I had phoned him about the Crown Victoria mentioned in Melinda's message, below. Captain Greg told me the Crown Victoria still has police striping on it and said that the vehicle he was showing me was in the best condition of any surplus vehicle he has seen since overseeing vehicles at the Sheriff's office.

The vehicle is a 2005 Police Interceptor, VIN 2FAFP71W65X105030, County tag #14670. It has ~ 88,500 miles on it (about 12,000 more than ACS' current vehicle) but it is trouble free, well-maintained and does not spend time in the shop. All of which are improvements over ACS' current vehicle.

ACS would like to trade in its current 2005 Crown Victoria (76,555 miles on its odometer) and acquire the above-identified Ford Police Interceptor. Should I come up to fill out some paperwork?

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 7-16-2008

FIXED ASSET TAG NUMBER: 15138

DESCRIPTION: 2005 FORD CROWN VICTORIA VIN/2FAHP71W95X178725

REQUESTED MEANS OF DISPOSAL: SALE

OTHER INFORMATION: TRANSMISSION INOPERABLE

CONDITION OF ASSET: TRANSMISSION INOPERABLE

REASON FOR DISPOSITION: MILEAGE ABOVE LIMIT (80,012) FOR PATROL USE AND TRANSMISSION INOPERABLE

COUNTY / COURT IT DEPT:  DOES  DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: THIS VEHICLE IS READY FOR PICK UP ANY TIME

DEPARTMENT: SHERIFF - ENFORCEMENT <sup>1251</sup> SIGNATURE Capt [Signature]

**AUDITOR**

ORIGINAL PURCHASE DATE 8/25/2005 RECEIPT INTO 2901-3835

ORIGINAL COST 20,363.00

ORIGINAL FUNDING SOURCE 2787  
ASSET GROUP 1605

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 383-2008

DATE APPROVED 8/5/08

SIGNATURE [Signature]

RECEIVED  
JUL 16 2008  
BOONE COUNTY AUDITOR



#15138

**VEHICLE DISPOSAL CHECK LIST**

VEHICLE VIN: 2FAHP71W95X128725

VEHICLE YEAR 2005 MILEAGE 80,012

REASON FOR DISPOSAL: Transmission inoperable

CAGE REMOVED: ✓

CELLULAR TELPHONE EQUIP. REMOVED: ✓

LIGHT BARS REMOVED: ✓

MAGLIGHT/STINGER FLASHLIGHT REMOVED: ✓

MOBILE VIDEO EQUIPMENT REMOVED: ✓

RADIO EQUIPMENT REMOVED: ✓

STRIPES REMOVED: ✓

DATE VEHICLE AVAILABLE FOR SALE: ✓

Capt. Greg Vandeyuff  
Boone County Sheriff's Department

7-10-08  
Date:

2FAHP71W95X198725

# 10150

BOONE DETAILED VEHICLE HISTORY 07-15-2008

Page 1

Sorted by: VEHN / DATE

Selection Criteria: VEHN 17725 Only

All Status Codes except SOLD

VEHN DV VT DESCRIPTION  
 7725 02 02 PASSENGER CARS 05 FORD CV

DATE	CT	METER	COMMENTS	PARTS\$	LABOR\$	TOTAL\$	TIME	MECH	MECHANIC/VENDOR	RON/INV
03/06/08	14	72910	LEFT HEADLIGHT	5.54	10.20	15.74	0.30	M0053	KNIGHT TERRY	160415
02/19/08	14	72066	RPL BATT	104.49	17.00	121.49	0.50	M0053	KNIGHT TERRY	160236
11/21/07	48	66850	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	159663
11/21/07	12	66850	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	159663
11/21/07	12	66850	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGHT TERRY	159663
11/21/07	15	66850	RPL BELT	24.91	10.20	35.11	0.30	M0053	KNIGHT TERRY	159663
11/21/07	16	66850	RPL WIPER BLADES	14.38	6.80	21.18	0.20	M0053	KNIGHT TERRY	159663
11/21/07	34	66850	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	159663
11/21/07	40	66850	PRVT MAINT	7.73	17.00	24.73	0.50	M0053	KNIGHT TERRY	159663
11/21/07	40	66850	PRVT MAINT	0.00	0.00	0.00	0.00	M0000	PARTS ONLY	159663
11/21/07	50	66850	SHOP SUPPLIES	50.47	0.00	50.47	0.00	M0000	PARTS ONLY	159663
10/18/07	14	63386	R HIGH BEAM	5.50	6.80	12.30	0.20	M0053	KNIGHT TERRY	159708
08/06/07	16	56950	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGHT TERRY	159342
07/31/07	18	56477	RPL F BRAKEPADS/ROTORS	222.15	34.00	256.15	1.00	M0053	KNIGHT TERRY	159309
07/31/07	18	56477	RPL R BRAKEPADS/ROTORS	0.00	34.00	34.00	1.00	M0053	KNIGHT TERRY	159309
07/31/07	34	56477	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	159309
07/31/07	18	56477	BRAKES	0.00	0.00	0.00	0.00	M0000	PARTS ONLY	159309
05/01/07	48	48274	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	158955
05/01/07	07	48274	SERVICE TRANS	0.00	34.00	34.00	1.00	M0053	KNIGHT TERRY	158955
05/01/07	12	48274	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	158955
05/01/07	12	48274	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGHT TERRY	158955
05/01/07	16	48274	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGHT TERRY	158955
05/01/07	34	48274	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	158955
05/01/07	40	48274	PRVT MAINT	9.85	17.00	26.85	0.50	M0053	KNIGHT TERRY	158955
05/01/07	09	48274	MISC MAINT	8.33	0.00	8.33	0.00	M0000	PARTS ONLY	158955
05/01/07	50	48274	SHOP SUPPLIES	88.03	0.00	88.03	0.00	M0000	PARTS ONLY	158955
02/23/07	14	42082	RPL BATT	94.99	17.00	111.99	0.50	M0053	KNIGHT TERRY	158762
01/23/07	16	39328	RPL WIPER BLADES	15.10	6.80	21.90	0.20	M0053	KNIGHT TERRY	158611
06/21/06	14	25671	RPL SPOTLIGHT BUILB	5.26	6.79	12.05	0.30	M0053	KNIGHT TERRY	156943
05/30/06	18	24394	RPL F BRAKEPADS/ROTORS	124.30	22.62	146.92	1.00	M0053	KNIGHT TERRY	156895
05/30/06	34	24394	ROAD TEST	0.00	6.79	6.79	0.30	M0053	KNIGHT TERRY	156895
05/30/06	48	24394	SAFETY INSPECTNS	0.00	11.31	11.31	0.50	M0053	KNIGHT TERRY	156895
05/30/06	12	24394	RPL FUEL FILTER	0.00	11.31	11.31	0.50	M0053	KNIGHT TERRY	156895
05/30/06	12	24394	CLEAN AIR IND	0.00	22.62	22.62	1.00	M0053	KNIGHT TERRY	156895

05/30/06 16	24394 RPL WIPER BLADES	9.64	4.52	14.16	0.20	M0053	KNIGHT TERRY	156895
05/30/06 40	24394 PRVT MAINT	8.40	11.31	19.71	0.50	M0053	KNIGHT TERRY	156895
05/30/06 50	24394 SHOP SUPPLIES	45.24	0.00	45.24	0.00	M0000	PARTS ONLY	156895
09/12/05 09	0 36 Months 36000 Miles	0.00	0.00	0.00	0.00	V0507	JOE MACHENS FORD WARRANT	
12 repair orders	Vehicle 7725 Total	863.31	488.27	1351.58	15.80			
12 repair orders	Report Total	863.31	488.27	1351.58	15.80			

CERTIFICATE OF TITLE

04853EK552

ORIGINAL


TITLE NUMBER

PL235056



VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY STYLE	FUEL	
<b>2FAHP71W95X178725</b>	<b>05</b>	<b>FORD</b>	<b>CROWN VICTORI</b>	<b>FODGR</b>		
CYL	HP	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER	TAX	PURCHASE DATE	DATE ISSUED
<b>8</b>	<b>41</b>		<b>8*</b>	<b>EX 08</b>	<b>07/28/05</b>	<b>09/12/05</b>

OWNER **BOONE COUNTY**  
**801 E WALNUT ST ROOM 245**  
**COLUMBIA MO 65201**

MAIL TO  
  
**BOONE COUNTY**  
**801 E WALNUT ST ROOM 245**  
**COLUMBIA MO 65201-4890**

VEHICLE SUBJECT TO FOLLOWING LIEN(S) **ALL TITLES ISSUED ON OR AFTER JULY 1, 2003, WILL BE MAILED TO THE OWNER.**

FIRST LIEN LIEN DATE

Lien release: To release any lien shown on the face of this title, the lienholder must complete a **notarized** Lien Release, form DOR-4809, to be attached to this title.

SECOND LIEN LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

**BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY**


MILEAGE STATEMENT

**\*ACTUAL MILEAGE.**

**ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE.**

MO 860-0331 (09-03)

040302943

  
**Tish Vincent**  
 DIRECTOR OF REVENUE

OR 362 (09-03)

**ANY ALTERATION OR ERASURE VOIDS THIS TITLE**

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : July 15, 2008

FIXED ASSET TAG NUMBER: ~~7030~~ 13015

DESCRIPTION: 2005 Ford Crown Victoria

RECEIVED

JUL 16 2008

REQUESTED MEANS OF DISPOSAL: SELL

BOONE COUNTY AUDITOR

OTHER INFORMATION: VIN # 2FAF<sup>P</sup>871W51X185155, Odometer reading 76,555

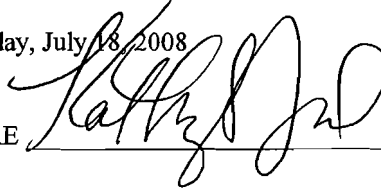
CONDITION OF ASSET: poor - fair, Coils have been replaced. Cannot figure out why the engine warning light comes on from time to time. Detailed work repair history attached.

REASON FOR DISPOSITION: Replacing with 2005 Ford Crown Victoria (trouble free and well maintained).

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Friday, July 18, 2008

DEPARTMENT: Circuit Court 1210

SIGNATURE



**AUDITOR**

RECEIPT INTO: 1251-3835

ORIGINAL PURCHASE DATE 6/14/2001

ORIGINAL COST 20,968.00

ORIGINAL FUNDING SOURCE 2731

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 383-2008

DATE APPROVED 8/5/08

SIGNATURE 

ACS-1  
 VIN 2FAFP71W<sup>5</sup>BIX185155

BOONE DETAILED VEHICLE HISTORY 07-15-2008  
 Sorted by: VEHN / DATE

Selection Criteria: VEHN |8008 Only  
 All Status Codes except SOLD

VEHN DV VT DESCRIPTION  
 8008 06 02 PASSENGER CARS 01 FORD CV

DATE	CT	METER	COMMENTS	PARTS\$	LABOR\$	TOTAL\$	TIME	MECH	MECHANIC/VENDOR	RON/INV
03/19/08	13	75809	RPL #4 PLUG/COIL	37.87	17.00	54.87	0.50	M0053	KNIGHT TERRY	160460
01/16/08	12	75498	RPL FUEL PUMP ASSM	281.62	68.00	349.62	2.00	M0053	KNIGHT TERRY	160034
01/16/08	12	75498	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	160034
01/16/08	34	75498	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	160034
01/16/08	40	75498	PRVT MAINT	4.20	0.00	4.20	0.00	M0000	PARTS ONLY	160034
01/04/08	10	75421	CHECK ENGINE LIGHT	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	159966
01/04/08	13	75421	RPL SPARK PLUG	2.18	17.00	19.18	0.50	M0053	KNIGHT TERRY	159966
01/04/08	34	75421	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	159966
08/29/07	13	74626	RPL #2 PLUG/COIL	50.51	34.00	84.51	1.00	M0053	KNIGHT TERRY	159443
08/29/07	34	74626	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	159443
08/29/07	13	74626	IGNITION SYSTEM	0.00	0.00	0.00	0.00	M0000	PARTS ONLY	159443
03/01/07	15	73903	RPL BELT	23.96	10.20	34.16	0.30	M0053	KNIGHT TERRY	158775
08/21/06	13	72757	RPL #3 PLUG/COIL	52.71	17.00	69.71	0.50	M0053	KNIGHT TERRY	158005
08/21/06	16	72757	RPL WIPER BLADES	9.52	6.80	16.32	0.20	M0053	KNIGHT TERRY	158005
08/21/06	34	72757	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	158005
08/21/06	12	72757	ADD 44K	0.00	0.00	0.00	0.00	M0053	KNIGHT TERRY	158005
08/21/06	50	72757	SHOP SUPPLIES	13.05	0.00	13.05	0.00	M0000	PARTS ONLY	158005
6 repair orders				Vehicle 8008 Total	475.62	244.80	720.42	7.20		
6 repair orders				Report Total	475.62	244.80	720.42	7.20		

Fixed Asset #

#7030

BOONE DETAILED VEHICLE HISTORY 07-15-2008  
Sorted by: VEHN / DATE

Selection Criteria: VEHN |1798 Only  
All Status Codes except SOLD

VEHN DV VT DESCRIPTION  
1798 90 02 PASSENGER CARS 05 FORD CV

DATE	CT	METER	COMMENTS	PARTS\$	LABOR\$	TOTAL\$	TIME	MECH	MECHANIC/VENDOR	RON/INV
06/02/08	18	86408	BRAKES	124.30	0.00	124.30	0.00	M0000	PARTS ONLY	160739
06/02/08	40	86408	PRVT MAINT	2.35	0.00	2.35	0.00	M0000	PARTS ONLY	160739
06/02/08	50	86408	SHOP SUPPLIES	20.92	0.00	20.92	0.00	M0000	PARTS ONLY	160739
05/30/08	29	84404	SERVICE CALLS	0.00	34.00	34.00	1.00	M0021	CSOLAK JAMES	1554
05/30/08	14	84404	CHRG BATT	0.00	17.00	17.00	0.50	M0021	CSOLAK JAMES	1554
04/25/08	48	86408	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	160604
04/25/08	16	86408	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGHT TERRY	160604
04/25/08	40	86408	PRVT MAINT	2.31	17.00	19.31	0.50	M0053	KNIGHT TERRY	160604
04/25/08	50	86408	SHOP SUPPLIES	19.91	0.00	19.91	0.00	M0000	PARTS ONLY	160604
12/07/07	16	81076	RPL WIPER BLADES	14.30	6.80	21.10	0.20	M0053	KNIGHT TERRY	159790
12/07/07	17	81076	ROTATE TIRES	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	159790
11/20/07	14	80053	RPL BATT	94.99	17.00	111.99	0.50	M0053	KNIGHT TERRY	159661
10/25/07	16	78178	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGHT TERRY	159716
08/20/07	48	72275	SAFETY INSPECTNS	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	159378
08/20/07	12	72275	RPL FUEL FILTER	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	159378
08/20/07	12	72275	CLEAN AIR IND	0.00	34.00	34.00	1.00	M0053	KNIGHT TERRY	159378
08/20/07	34	72275	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	159378
08/20/07	40	72275	PRVT MAINT	10.10	17.00	27.10	0.50	M0053	KNIGHT TERRY	159378
08/20/07	50	72275	SHOP SUPPLIES	50.35	0.00	50.35	0.00	M0000	PARTS ONLY	159378
07/30/07	19	70179	RPL R CAT CONV	638.39	34.00	672.39	1.00	M0053	KNIGHT TERRY	159300
07/30/07	14	70179	RPL ALT	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	159300
07/30/07	19	70179	EXHAUST	0.00	0.00	0.00	0.00	M0000	PARTS ONLY	159300
07/17/07	17	68954	ROTATE TIRES	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	159249
06/15/07	14	66899	RPL ALT	401.86	17.00	418.86	0.50	M0053	KNIGHT TERRY	159135
06/15/07	15	66899	RPL BELT	24.91	17.00	41.91	0.50	M0053	KNIGHT TERRY	159135
04/10/07	17	62194	ROTATE TIRES	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	158872
04/10/07	16	62194	RPL WIPER BLADES	9.50	6.80	16.30	0.20	M0053	KNIGHT TERRY	158872
01/31/07	02	56582	RPL R OUTER TIE ROD	57.70	17.00	74.70	0.50	M0053	KNIGHT TERRY	158645
11/07/06	07	51872	SERVICE TRANS	0.00	34.00	34.00	1.00	M0053	KNIGHT TERRY	158252
11/07/06	34	51872	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	158252
11/07/06	09	51872	MISC MAINT	8.33	0.00	8.33	0.00	M0000	PARTS ONLY	158252
09/20/06	17	48653	ROTATE TIRES	0.00	17.00	17.00	0.50	M0053	KNIGHT TERRY	158050
09/20/06	18	48653	RPL F BRAKEPADS/ROTORS	124.30	34.00	158.30	1.00	M0053	KNIGHT TERRY	158050
09/20/06	34	48653	ROAD TEST	0.00	10.20	10.20	0.30	M0053	KNIGHT TERRY	158050

*#7030*

BOONE DETAILED VEHICLE HISTORY 07-15-2008

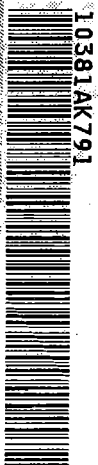
Repair orders	Vehicle 1/38	Total	1739.26	629.29	2364.55	20.50			
22 Repair orders	Report	Total	1739.26	629.29	2364.55	20.50			
07/18/06 16	43076 RPL WIPER BLADES	9.54	4.52	14.06	0.20	M0053	KNIGHT TERRY	157071	
07/18/06 17	43076 ROTATE TIRES	0.00	11.31	11.31	0.50	M0053	KNIGHT TERRY	157071	
03/02/06 17	33186 ROTATE TIRES	0.00	11.31	11.31	0.50	M0053	KNIGHT TERRY	156675	
12/14/05 48	26913 SAFETY INSPECTNS	0.00	11.31	11.31	0.50	M0053	KNIGHT TERRY	156432	
12/14/05 12	26913 CLEAN AIR IND	0.00	22.62	22.62	1.00	M0053	KNIGHT TERRY	156432	
12/14/05 12	26913 RPL FUEL FILTER	0.00	11.31	11.31	0.50	M0053	KNIGHT TERRY	156432	
12/14/05 16	26913 RPL WIPER BLADES	14.30	4.52	18.82	0.20	M0053	KNIGHT TERRY	156432	
12/14/05 34	26913 ROAD TEST	0.00	6.79	6.79	0.30	M0053	KNIGHT TERRY	156432	
12/14/05 40	26913 PRVT MAINT	10.68	11.31	21.99	0.50	M0053	KNIGHT TERRY	156432	
12/14/05 50	26913 SHOP SUPPLIES	43.80	0.00	43.80	0.00	M0000	PARTS ONLY	156432	
11/15/05 17	24738 ROTATE TIRES	0.00	11.31	11.31	0.50	M0053	KNIGHT TERRY	156360	
08/08/05 16	15897 RPL WIPER BLADES	9.48	4.52	14.00	0.20	M0053	KNIGHT TERRY	155906	
08/08/05 17	15897 ROTATE TIRES	0.00	11.31	11.31	0.50	M0053	KNIGHT TERRY	155906	
08/08/05 40	15897 RPL AIR FILTER	3.66	0.00	3.66	0.00	M0053	KNIGHT TERRY	155906	
05/03/05 16	8768 RPL WIPER BLADES	9.98	4.52	14.50	0.20	M0053	KNIGHT TERRY	155473	
05/03/05 17	8768 ROTATE TIRES	0.00	11.31	11.31	0.50	M0053	KNIGHT TERRY	155473	
02/08/05 16	2065 RPL WIPER BLADES	14.30	4.52	18.82	0.20	M0053	KNIGHT TERRY	155156	
10/07/04 09	0 36 MONTHS 36000 MILES	0.00	0.00	0.00	0.00	V0507	JOE MAJORS FORD WARRANT		



CERTIFICATE OF TITLE

ORIGINAL

PH143403



VEHICLE IDENTIFICATION NUMBER: **2FAEP71N521X185155**

YEAR: **01**

MAKE: **FORD**

MODEL: **CROWN VICTORY**

BODY STYLE: **FOURDR**

DATE: **8 41**

PREVIOUS STATE: **HP**

MILEAGE AT TIME OF TRANSFER: **8\***

TAX: **EX 08**

PURCHASE DATE: **06/01/01**

DATE ISSUED: **07/16/01**

OWNER: **BOONE COUNTY**

**801 E WALNUT RM 245**

**COLUMBIA MO 65201**

MAIL TO:

**Boone County**

**801 E WALNUT RM 245**

**COLUMBIA MO 65201-4890**

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN: \_\_\_\_\_ LIEN DATE: \_\_\_\_\_ NAME OF FIRM: \_\_\_\_\_ SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_ DATE RELEASED: \_\_\_\_\_

SECOND LIEN: \_\_\_\_\_ NAME OF FIRM: \_\_\_\_\_ SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_ DATE RELEASED: \_\_\_\_\_

RELEASE OF LIEN: The holder of lien on the vehicle described in this certificate of title does hereby state that the lien recorded in said certificate of title is released and discharged.

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

\*ACTUAL MILEAGE.

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE.

MO 860-0331 (8-97) **C31546109** DIRECTOR OF REVENUE DOR-387 (8-97)

*Carl R. ...*



ANY ALTERATION OR ERASURE VOIDS THIS TITLE

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

RECEIVED

JUN 27 2008

BOONE COUNTY AUDITOR

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 6/26/08

FIXED ASSET TAG NUMBER: 13246

DESCRIPTION: 2002 Ford Windstar Van

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: 95,000 miles, only has 2 front seats

CONDITION OF ASSET: Runs fine. Strong dog smell

REASON FOR DISPOSITION: Replaced by van bought by capital grant per Stephanie Browning- City of Columbia

COUNTY / COURT IT DEPT:  DOES  DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Located at North Facility

DEPARTMENT: 1730 Animal Control

SIGNATURE 

**AUDITOR**

ORIGINAL PURCHASE DATE 12/31/2001

RECEIPT INTO 1190-3835

ORIGINAL COST 17,411.<sup>00</sup>

ORIGINAL FUNDING SOURCE 2731

TRANSFER CONFIRMED \_\_\_\_\_

ASSET GROUP 1605

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER      DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

\_\_\_\_ TRADE      \_\_\_\_ AUCTION      \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER      EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 383-2008

DATE APPROVED 8/5/08

SIGNATURE 

*Ken signed here already, but it still needs to be read in commission  
Thanks. Cary*

STATE OF MISSOURI

CERTIFICATE OF TITLE

ORIGINAL



01540BK050

TITLE NUMBER  
PH293050

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY STYLE	FUEL
2FTZ454452BA58976	02	FORD		VAN	
CYL	HP	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER	TAX	PURCHASE DATE
6	34	IA*	17*	EX 08	12/20/01
					DATE ISSUED
					02/19/02

OWNER\*\*BOONE COUNTY HEALTH DEPT ANIMAL CONTR  
 801 E WALNUT # 245  
 COLUMBIA MO 65201

MAIL TO

Boone County Public  
 Boone County Public  
 5551 HWY 63 SOUTH  
 COLUMBIA MO 65201-9707

MOTOR VEHICLE

RELEASE OF LIEN-The holder of lien on the vehicle described in this certificate of title does hereby state that the lien described in said certificate of title is released and discharged.

FIRST LIEN  
 LIEN DATE  
 NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

SECOND LIEN  
 DATE RELEASED:  
 NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED:

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

\*ACTUAL MILEAGE.  
 ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE  
 DEPARTMENT OF REVENUE.

\*\* ADDITIONAL OWNER INFORMATION ON FILE  
 MO 860-0331 (8-97) C32667658 DIRECTOR OF REVENUE DOR-387 (8-97)

*Carl P. Swain*

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

5<sup>th</sup>

day of August


20 08

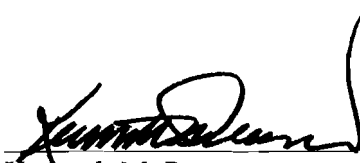
the following, among other proceedings, were had, viz:

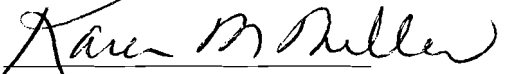
Now on this day the County Commission of the County of Boone does hereby approve the cost allocation agreement with the City of Columbia for Scott Blvd. Phase 1 from Rollins Rd. to Brookview Terrace. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 5<sup>th</sup> day of August, 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

**PUBLIC INFRASTRUCTURE DEVELOPMENT  
COST ALLOCATION AGREEMENT**

**THIS AGREEMENT** dated the 5<sup>th</sup> day of August, 2008, is made by and between Boone County, Missouri, through its County Commission (herein "County"), and the City of Columbia, Missouri (herein "City").

**IN CONSIDERATION** of the performance by each party of the respective obligations described herein, the parties agree to the following:

1. **BACKGROUND AND PURPOSE OF AGREEMENT** – The City and County may enter into cooperative agreements with governmental parties when necessary to improve public infrastructure. The City has determined that there is a need for reconstructing existing public infrastructure consisting of road improvements on Scott Boulevard from the Rollins/Smith intersection south to Brookview Terrace. The improvement of constructing Scott Boulevard as a major arterial has been identified on the major thoroughfare plan, developed by the Columbia Area Transportation Study Organization (CATSO), providing a necessary north south traffic corridor for this part of the metro area. This improvement will provide needed traffic capacity from the west side of the city north into the city limits. It has been further determined that is appropriate and reasonable to share the responsibilities for constructing the installation of the specific improvements as well as allocating an agreed cost of these improvements to be paid as a shared expense by the City and County. The City and the Missouri Highway Commission have entered into a separate agreement for cost share.
  
2. **PROJECT** - The improvements to be designed, constructed and installed under this agreement shall be known as: Scott Boulevard Phase 1 from Rollins Road to Brookview Terrace.
  
3. **SCOPE OF IMPROVEMENTS** - The general scope of the improvements to be constructed and installed for the Project under this agreement are described as follows:  
  
Reconstruction of approximately 10,000 feet of existing Scott Boulevard beginning at the intersection of Rollins/Smith Intersection south to Brookview Terrace. The proposed improvements include: constructing a new vertical and horizontal alignment of Scott Boulevard, widening to 4 lanes with a center turn lane and medians, Signalized intersections at Rollins/Smith Road and at Chapel Hill Road, new drainage structures, base rock, pavement, striping, signage, and erosion control. All design costs, utility relocation costs, and right of way acquisition expenses are also included in the scope of improvements. All work shall be in accordance with plans prepared by Burns and McDonnell Engineering Company approved by the City and County.
  
4. **DESIGN AND CONSTRUCTION** - The project is designed by Burns and McDonnell

Engineering Company (the "Engineer"). The Engineer's fees shall be paid as a part of project costs. Plans and specifications are subject to the approval of the City and County. The project shall be administered as provided in paragraph 5 and 6 below. The project shall be constructed, subject to the allocation and payment of costs set forth in the agreement and subject to the other terms and conditions of this agreement.

5. **RIGHT OF WAY AND EASEMENTS** - All construction work shall be performed within City and County right of way and easements. The City is responsible for procuring all easements, licenses, and permits necessary for the project. No construction work shall be performed with respect to the project unless and until all such easements, licenses, and permits are obtained.
6. **PROJECT ADMINISTRATION** – The City is responsible for informing and communicating with property owners affected by the project with respect to the requirements of the project. The City will be responsible for coordinating, administering and implementing construction work through its construction bidding process. All construction work shall conform to plans prepared by the Engineer and approved by the City and County. The City will be responsible for project staking and inspection of construction work for compliance with the plans and specifications. All construction work shall be subject to final City and County approval upon final inspection. The parties agree to comply with all terms and conditions of this agreement and the City acceptance of the roadway for maintenance as a condition to final acceptance of work.
7. **COMPLIANCE WITH OTHER LAWS** - All parties shall comply with all applicable federal, state and local laws, rules, and regulations pertaining to public works contracts, including without limitation domestic and Missouri products purchasing statutes.
8. **ALLOCATION AND PAYMENT OF PROJECT COSTS** – County's initial contribution for project costs shall be a lump sum not to exceed Six Hundred Forty Two Thousand Six Hundred Dollars (\$642,600.00) as indicated on the attached "EXHIBIT A". The Project schedule is for right of way acquisition to commence in August 2008 with anticipated construction bidding in December 2008. An award is expected in January 2009 and construction to begin in March 2009. In order for the City to meet the schedule and make right of way payments, the County shall pay the City the initial contribution prior to October 1, 2008. In addition to the foregoing, the parties agree to the following specific provisions relating to allocation of payment of project costs:
  - A. If the City has not commenced construction work on the project by March, 2010, the City will refund the initial contribution amount to the County or, upon mutual agreement of the parties, may agree to an appropriate extension or partial refund of said initial contribution.
  - B. The initial contribution set out above is based upon construction estimates. When the project is complete, the City will provide the County with all documentation regarding the actual costs of the project as follows: design, right of way acquisition, utility relocations and construction. In the event

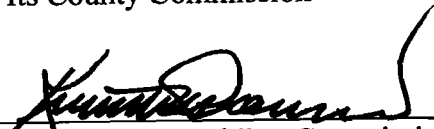
the County's proportional share of the actual cost of the project is less than the estimated costs based upon the 1,080 linear feet of County participation, the City will refund the appropriate, proportional amount to the County. In the event the County's proportional share of the actual cost of the project is more than the estimated costs based upon the 1,080 linear feet of County participation, the County will pay the City those additional, verified costs within ninety (90) days of completion of work.

C. It is understood that the possible, additional payment called for herein by the County is conditioned upon the availability of funds appropriated for that purpose.

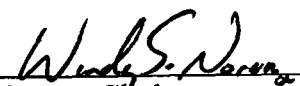
9. **ENTIRE AGREEMENT AND AMENDMENT OF AGREEMENT**- This agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this agreement. All parties to this agreement acknowledge that by executing this agreement they have read, considered and understand the terms and conditions of this agreement and consequences thereof.
10. **AUTHORITY OF REPRESENTATIVE SIGNATORIES** - The signatories to this agreement executing this Agreement in a representative capacity affirmatively represent that they obtained all authorization necessary to enter this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions contained herein.
11. **SECTION HEADINGS** - All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
12. **MUTUAL OBLIGATION OF GOOD FAITH PERFORMANCE** - The parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practicable in fulfilling the general terms and conditions and objectives of this Agreement.

**IN WITNESS WHEREOF**, the individual parties constituting and representing the City and County, through their original and duly authorized representative signatories have executed this Agreement on the day and year first above written.

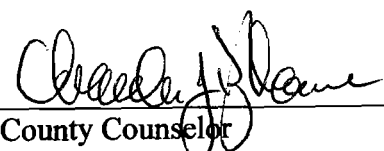
**BOONE COUNTY, MISSOURI**  
Through Its County Commission

By:   
Ken Pearson, Presiding Commissioner

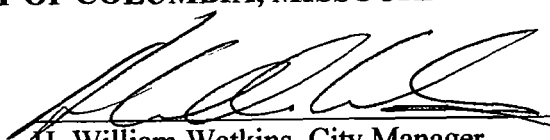
ATTEST:

  
County Clerk

APPROVED AS TO FORM:

  
County Counselor

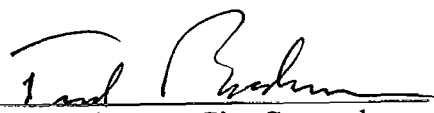
**CITY OF COLUMBIA, MISSOURI**

By:   
H. William Watkins, City Manager

ATTEST:

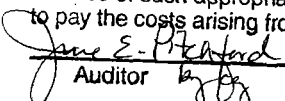

 9/5/08  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

CERTIFICATION:

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

 7/28/08  
Auditor by  Date  
2649-71450



**“EXHIBIT A”**

**SCOTT BOULEVARD PHASE I SHARED COST BREAKDOWN**

May 16, 2008 Construction Estimate (by Burns and MacDonnell)	<b>\$ 10,011,425.00</b>
Design Services	<b>\$ 863,877.00</b>
Utility Relocation Estimate	<b>\$ 3,015,000.00 *</b>
Right of Way Estimate	<b><u>\$ 1,500,000.00</u></b>
<b>TOTAL COST</b>	<b>\$ 15,390,302.00</b>
Federal Earmark	<b>\$ 3,500,000.00</b>
Costs for MoDOT and Local Agencies	<b>\$ 11,890,302.00</b>
Project length is 10,000 LF, costs needed for each side = \$595/LF/ Side	
<b>County Jurisdiction</b>	<b>1080 LF x \$595/LF = \$ 642,600.00</b>

Boone Electric	\$ 900,000
City of Columbia Electric	\$1,300,000
City of Columbia Water	\$ 415,000
Ameren UE Gas	\$ 325,000
CenturyTel	<u>\$ 75,000</u>
<b>TOTAL</b>	<b>\$3,015,000*</b>

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08


In the County Commission of said county, on the 5<sup>th</sup> day of August 20 08

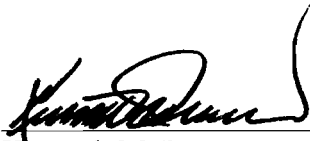
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Poepping, Stone, Bach and Associates for the Addendum for Rolling Hills Road Improvements purchase order #2007000086. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 5<sup>th</sup> day of August, 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

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 5<sup>th</sup> day of August, 2008, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: POEPPING, STONE, BACH AND ASSOCIATES

Project/Work Description: ADDENDUM FOR ROLLING HILLS ROAD IMPROVEMENTS PURCHASE ORDER #2007000086

Proposal Description: See attached Scope of Services and Fee Schedule dated July 11, 2008 issued by Poepping, Stone, Bach and Associates for the addendum to Rolling Hills Rd. improvements in reference to the original Purchase Order #2007000086.

Modifications to Proposal: Fees and expenses shall not exceed \$12,000.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

**POEPPING, STONE, BACH & ASSOC.**

By [Signature]  
Title PRESIDENT

Dated: 8/20/08

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**APPROVED:**

[Signature]  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: 8/5/08

**ATTEST:**

[Signature]  
County Clerk

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

[Signature] 7/28/08  
Auditor by cf Date 2045-71102



July 11, 2008

JUL 14 2008

Mr. David Mink  
Manager of Design and Construction  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

RE: Rolling Hills Road Improvement  
PSBA Project No. RH-06-503

Dear Mr. Mink:

Poepping, Stone, Bach & Associates, Inc. (PSBA) is requesting an increase of \$12,000.00 to our February 15, 2007 contract of \$147,670 to complete the work remaining for the Rolling Hills Road Improvement. This extra is requested to reimburse PSBA for additional professional services to design traffic signals for the Rolling Hills Road and Route WW intersection. Our present contract did not include any traffic signal design. Traffic signals are being installed by the developer of the Rolling Hills Road extension north from Route WW. The intersection finally approved by MO DOT and the City of Columbia requires the installation of traffic signals. This extra will compensate PSBA for including traffic signals in the final plans and specification for the Rolling Hills Road project.

If you have any questions or concerns, please feel to contact me at any time.

Sincerely,

POEPPING, STONE, BACH &  
ASSOCIATES, INC.

Douglas B. Seeber, P.E.  
Project Engineer

DBS:dlb

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

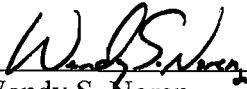
In the County Commission of said county, on the 5<sup>th</sup> day of August 20 08


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

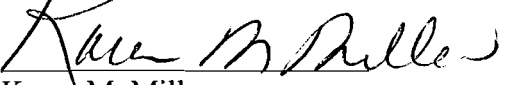
Now on this day the County Commission of the County of Boone does hereby approve the agreement for consultant services with Engineering Surveys and Services for Miscellaneous Drainage Projects. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 5<sup>th</sup> day of August, 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

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 5<sup>th</sup> day of August, 2008, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: ENGINEERING SURVEYS AND SERVICES

Project/Work Description: MISCELLANEOUS DRAINAGE PROJECTS

Proposal Description: See attached Scope of Services and Fee Schedule dated June 23, 2008 issued by Engineering Surveys and Services.

Modifications to Proposal: Fees and expenses shall be estimated on a project basis prior to notification to proceed. Invoice will be based on actual hours.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

**ENGINEERING SURVEYS AND SERVICES**

**BOONE COUNTY, MISSOURI**

By [Signature]  
Title Vice Pres. - Engineering

By [Signature]  
Presiding Commissioner

Dated: 8/8/08

Dated: 8/5/08

**APPROVED AS TO FORM:**

**ATTEST:**

[Signature]  
County Attorney

[Signature]  
County Clerk

**APPROVED:**

**CERTIFICATION:**

[Signature]  
Director, Boone County Public Works

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
No Encumbrance Record 7/28/08  
Auditor [Signature] Date

# Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors  
Analytical and Materials Laboratories

JUN 25 2008

Larry L. Hendren, PE, RG  
David A. Bennett, PE  
Timothy J. Reed, PLS  
Morton L. Ratliff, PLS  
Bruce A. Dawson, PE  
Richard J. Rolsing, PE  
Christopher M. Wickern, PLS

Randall A. Lee, PE, RG  
Timothy J. O' Connor, PE  
Benjamin A. Ross, PE, PTOE  
Clifford S. Jarvis, PE  
Zachary K. Thomas, PE  
Matthew A. Kriete, PE

1113 Fay Street  
Columbia, Missouri 65201  
Telephone 573-449-2646  
Facsimile 573-499-1499  
E-Mail [ess@ess-inc.com](mailto:ess@ess-inc.com)  
<http://www.ess-inc.com>

June 23, 2008

Mr. Derin Campbell, P.E.  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

RE: Professional Services Proposal  
Miscellaneous Drainage Projects  
Boone County, Missouri

Dear Mr. Campbell:

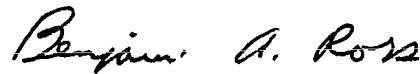
Thank you for the opportunity to submit this proposal for the referenced project.

We understand the work may consist of conducting miscellaneous culvert sizing; drainage related grading plans, and plan review for County administered or developer projects. For each assigned project we will prepare reports describing our findings and recommendations.

As described in your request for proposal, the County will authorize each project with a separate written scope of work. We will prepare fee estimates and schedules for County approval before beginning any work. Our fees will be on a time and materials basis using the fee schedule approved in our current base contract. There is no guarantee on the quantity of work.

Please contact us if you have any questions concerning this proposal or if you need additional information. Once again, we look forward to putting our more than 50 years of experience in Boone County to work for you.

Sincerely,



Benjamin A. Ross, P.E., PTOE

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 08


In the County Commission of said county, on the 5<sup>th</sup> day of August 20 08  
 the following, among other proceedings, were had, viz:

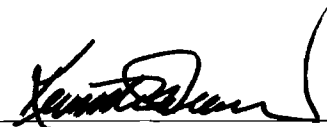
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to replace a vehicle at the Sheriff's Department:

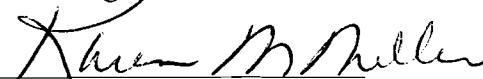
Department	Account	Department Name	Account Name	Decrease	Increase
1195	03945	Insurance Claim Activit	Insurance Proceeds		\$15,902.00
1123	86800	Emergency Funds	Emergency	\$1,140.00	
1195	92400	Insurance Claim Activit	Replacement Vehicles		\$17,042.00


Done this 5<sup>th</sup> day of August, 2008.

ATTEST:

  
 Wendy S. Woren  
 Clerk of the County Commission

  
 Kenneth M. Pearson  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Missouri Petroleum Products Company LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 32-10JUL08 – Chip and Seal Projects**

Project Number: 08-567

BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications for the Base Bid for \$666,860.38, Construction Add On of \$151,310.00, and Alternate #2 in regards to the change of rock at no cost. The total contract amount is \$818,170.38.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein. Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Forms
5. Standard Terms and Conditions
6. Statement of Bidder's Qualifications
7. Performance/Labor and Material Payment Bond
8. Location Maps
9. Addendum #1
10. Missouri Petroleum Letter dated July 22, 2008

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

**Eight Hundred Eighteen Thousand One Hundred Seventy Dollars And Thirty Eight Cents**  
**\$818,170.38**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on

8/5/08 at Columbia, Missouri.  
(Date)


**CONTRACTOR:**

**Missouri Petroleum Products Company LLC**

By:   
Authorized Representative Signature


By: \_\_\_\_\_  
Authorized Representative Printed Name  
Title: \_\_\_\_\_

Approved as to Legal Form:


  
C. J. Dykhouse  
Boone County Counselor

**Boone County, Missouri**

**by: Boone County Commission**

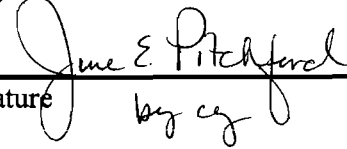
  
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

  
Wendy Noren, Boone 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 the contract do not create a measurable county obligation at this time.)

	<u>7/31/08</u>	2040/71100 - \$818,170.38
Signature	Date	Appropriation Account

**BID FORM - PAGE 1**

Road Name	Description	Width	Length	S. Y.
Amber Lane	Off Rt. 40	22	2,655	6,490
Shady Hills	Off Rt. 40	22	440	1,076
Svena Dr	Sun Valley Estates - Rt. HH	24	1,000	2,667
Valley Cove	Sun Valley Estates - Rt. HH	24	300	800
Sunny Cove	Sun Valley Estates - Rt. HH	24	300	800
Little Valley Dr	Sun Valley Estates - Rt. HH	24	600	1,600
Wishing Well	Sun Valley Estates - Rt. HH	24	700	1,867
Mill Creek Ct	Off Old Mill Creek	22	1,300	3,178
Brazos	Off Hwy. KK	22	750	1,833
Red River Rd.	Off Hwy. KK	22	700	1,711
Sabine	Off Hwy. KK	22	5,200	12,711
Timber Ridge	Off Hwy. KK	22	1,300	3,178
Kathy Glenn	Off Hwy. KK	22	1,000	2,444
Barry Road	Off Tomlin Hill	22	4,800	11,733
Campus Dr	University Estates	22	1,300	3,178
Hilltop Dr	University Estates	22	900	2,200
Hillside Dr	University Estates	22	600	1,467
• Gibbs Road	City Limit - I-70 NW	20	5,450	12,111
• Hillcreek Road	Rt. K - Highpoint Lane	22	8,000	19,556
• Highpoint Lane	Hillcreek Road - Rt. N	22	9,300	22,733
• Wyatt Lane	Wilson Turner - End	22	2,500	6,111
• Andrew Sapp - Nashville Church Rd.	Rt. MM - Rt. N	22	15,800	38,622
• Rollingwood Blvd.	Hwy 40 - Trails West Ave.	22	3,000	7,333
• Peabody Road	Hwy 63 to end of Asphalt	24	4,450	11,867
Country Woods	Country Woods Subdivision	24	4,366	11,643
Wildflower Ct	Country Woods Subdivision	24	600	1,600
Geenfield Ct	Country Woods Subdivision	24	810	2,160
Old Ridge	Country Woods Subdivision	24	2,530	6,747
Old Ridge	Country Woods Subdivision	21	1,785	4,165
Cherry Bark Ct	Country Woods Subdivision	24	580	1,547
Shag Bark Ct	Country Woods Subdivision	16	630	1,120
Woods Edge	Country Woods Subdivision	24	300	800
Willowbark Ct	Country Woods Subdivision	24	610	1,593
• Grocery Branch	<b>These roadways are also an Alternate, may be removed from this list.</b>	22	3,910	9,558
• Burr Oak		22	10,225	24,994
• Dripping Springs		22	6,500	15,889
• Red Rock		22	5,600	13,689
• Benndict Road		22	1,020	2,493
• Silver Fork Hill		22	1,600	3,911
Obermiller "Shoulders"		8	15,300	13,600
Winding Trail		24	2,450	6,533
Running Deer		24	720	1,920
Turkey Trail		24	500	1,333

• = Roadways that will require temporary centerline lane markings.

<b>BASE BID TOTAL ESTIMATED SQUARE YARDS</b>	<b>311,617</b>
<b>BASE BIDCOST PER SQUARE YARD</b>	<b>\$ 2.74</b>
<b>BASE BID TOTAL COST</b>	<b>666,860.38</b>

BID FORM – PAGE 2

BASE BID REMOVALS – GRASS REMOVAL – 1 <sup>ST</sup> BROOMING	\$44,000.00
BASE BID 2 <sup>ND</sup> BROOMING – 30-50 DAYS AFTER COMPLETION	\$22,000.00
BASE BID – TEMPORARY CENTERLINE LANE MARKINGS – ALL ROADWAYS DEPICTED ON BID FORM ABOVE	\$ 2,000.00
<b>St. Charles Road</b> – Re-mobilization will be required to come back and complete this roadway if not completed at time of initial contract.	16,622
COST PER SQUARE YARD	\$ 5.00
Temporary centerline lane markings	\$ 200.00
<b>TOTAL CONSTRUCTION COST – ADD ON</b>	<b>\$151,310.00</b>

**# 2 ALTERNATE BID – OSAGE RIVER ROCK (CRUSHED) BROOMING AND REMOVALS INCLUDED ABOVE**

Grocery Branch	9,558
Burr Oak	24,994
TOTAL SQUARE YARDS	34,552
COST PER SQUARE YARD	\$ 2.14
Temporary centerline lane markings	\$ 400.00
<b>TOTAL CONSTRUCTION COST ALTERNATE BID #2</b>	<b>74,341.28</b>

**# 3 ALTERNATE BID – WOODLANDS SUBDIVISION**

Bobcat Drive	2,500
COST PER SQUARE YARD	\$ 2.14
COST TO BROOM – INCLUDES TWO BROOMINGS	\$ 2,000.00
<b>TOTAL CONSTRUCTION COST ALTERNATE BID #3</b>	<b>\$7,350.00</b>

*This item shall be paid for by Developer or Contractor*

**# 4 ALTERNATE BID – CITY OF ASHLAND**

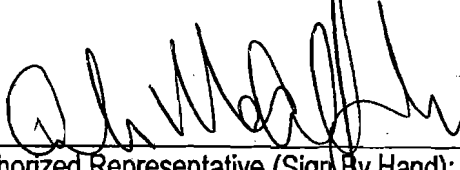
Multiple City Roads – Total Square Yards	45,000
COST PER SQUARE YARD	\$ 2.14
<b>TOTAL CONSTRUCTION COST ALTERNATE BID #4</b>	<b>\$96,300.00</b>

If bid is accepted by City of Ashland, all scheduling, and contractual agreements shall be done in coordination with City of Ashland. Point of Contact is John Fraga, Director of Public Works at 573-657-2568.

4.8 **RENEWALS** - The bidder shall indicate below the maximum increase for each potential renewal period if bidder so chooses to participate in a potential multi year contract.

4.8.1 n/a % 1<sup>st</sup> Renewal  
4.8.2 n/a % 2<sup>nd</sup> Renewal  
4.8.3 n/a % 3<sup>rd</sup> Renewal

4.9 Prompt Payment Discount: n/a %; Net n/a Days  
The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.



4.10.1 Authorized Representative (Sign By Hand):  
Mark McCollough, Vice President Date: 7-8-08

4.10.2 Type or Print Signed Name:  
\_\_\_\_\_

stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.

- 3.2.3. The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.showmeboone.com](http://www.showmeboone.com). View information under *Purchasing*.
- 3.2.4. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 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** - The County reserves 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** - The County reserves 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** - The County's 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** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
4. **Bid Form** - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

- 4.1. Company Name: Missouri Petroleum Products Company LLC
- 4.2. Address: 1620 Woodson Road
- 4.3. City/Zip: St. Louis, MO 63114
- 4.4. Phone Number: (314) 991-2180
- 4.5. Fax Number: (314) 991-4037
- 4.6. Federal Tax ID: 43-1845744
- 4.6.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

## STATEMENT OF BIDDERS QUALIFICATIONS

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Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of bidder: Missouri Petroleum Products Company LLC
2. Business address: 1620 Woodson Road  
St. Louis, MO 63114
3. When organized: 1950
4. When incorporated: 1980
5. If not incorporated, state type of business and provide your federal tax identification number: \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
*70 Years*
7. If you have done business under different name, please give name and location:  
*n/a*
8. Percent (%) of work done by own staff:  
*100%*
9. Have you ever failed to complete any work awarded to your company? If so, where and why?:  
*NO*
10. Have you ever defaulted on a contract?:  
*NO*
11. List of contracts completed within last four years, including value of each:  
*See Attached Lists*
12. List of projects currently in progress:  
\* Attach additional sheets as necessary \*  
*St. Louis County AR/CR-1196                      462,676 sy*



**REFERENCES:****2007 Chipseal Jobs Completed**

<b><u>Site</u></b>	<b><u>Address</u></b>	<b><u>Representative</u></b>	<b><u>Size</u></b>
St. Louis County Arterial & County Roads Proj. AR/CR 1162	St. Louis County Division of Highways 121 S. Meramec St. Louis, MO 63105	John Hand (314) 615-1113	751,396
City of Arnold City Streets	City of Arnold 2912 Arnold Tenbrook Road Arnold, MO 63010	Dan Allen (636) 282-2386	48,377
Boone County Various Streets	Boone County, MO 601 E. Walnut Columbia, MO 65201	John Watkins (573) 449-8515	443,195
Webster Groves Various Streets	City of Webster Groves 4 E. Lockwood Webster Groves, MO 63119	Dennis Wells (314) 963-5315	67,400
St. Charles County Various Streets	St. Charles County 210 N. Second St. Suite 429 St. Charles, MO 63301	Rich Pieper (636) 949-7305	96,448
Franklin County Various Streets	Franklin County, MO 400 East Locust Street Union, MO 63094	Rich Wilson (636) 583-6361	270,583 Double

**REFERENCES:****2006 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
St. Louis County Arterial & County Roads Proj. AR/CR 1146	St. Louis County Division of Highways 121 S. Meramec St. Louis, MO 63105	John Hand (314) 615-1113	598,945
Lake Sherwood Estates Subdivision Streets	Lake Sherwood Estates PO Box 1085 Lake Sherwood, MO 63357	George Schmidt (636) 828-5030	63,188
City of Arnold City Streets	City of Arnold 2912 Arnold Tenbrook Road Arnold, MO 63010	Dan Allen (636) 282-2386	40,859
St. Charles County Various Streets	St. Charles County 201 N. Second Street St. Charles, MO 63301	Rich Pieper (636) 949-7305	68,992
Webster Groves Various Streets	City of Webster Groves 4 E. Lockwood Webster Groves, MO 63119	Dennis Wells (314) 963-5315	137,800
City of St. Louis Various Streets	City of St. Louis 1900 Hampton St. Louis, MO 63139	Todd Waelterman (314) 647-3111	409,000
City of Union Various Streets	City of Union 500 E. Locust Union, MO 63084	Jonathon Zimmerman	44,105

## 2005 Chipseal Jobs Completed

<b>Site</b>	<b>Owner/Address</b>	<b>Representative</b>	<b>Size</b>
<b>Route 30 Jefferson/St. Louis Counties</b>	<b>Sub Work for: Fred Weber 2320 Creve Coeur Mill Rd. Maryland Heights, Mo MDOT Projects J6D0500H J6S1717/J6P1733</b>	<b>Brenda Hagler 344-0070</b>	<b>2,927 Sq. Yds.</b>
<b>St. Louis County Arterial &amp; County Rds Proj. AR/CR-1103</b>	<b>St. Louis County Div. Of Hwys 121 S. Meramec St. Louis, MO 63105</b>	<b>John Hand 615-1113</b>	<b>583,353 Sq. Yds.</b>
<b>Various Streets Hermann, MO</b>	<b>City of Hermann, MO 207 Schiller Street Hermann, MO 65041</b>	<b>Steve Mueller 573-486-5400</b>	<b>8,500 Sq. Yds.</b>
<b>Chevy Chase Subd. Streets Olivette, MO</b>	<b>Chevy Chase Neighborhood Association C/O Elizabeth Schott, Trustee 26 Enfield Rd. St. Louis 63132</b>	<b>Elizabeth Schott 993-0472</b>	<b>17,168 Sq. Yds.</b>
<b>City of St. Louis Var. City Streets</b>	<b>City of St. Louis Dept. of Streets 1900 Hampton St. Louis, MO 63139</b>	<b>Todd Waelterman 647-3111</b>	<b>298,503 Sq. Yds.</b>
<b>Washington, MO Var. City Streets</b>	<b>City of Washington 405 Jefferson Washington, MO 63090</b>	<b>Dan Boyce 636-390-1010</b>	<b>213,145 Sq. Yds.</b>
<b>St. Charles County Roads</b>	<b>St. Charles Co. Hwy. Dept. 201 N. Second Street St. Charles, MO 63301</b>	<b>Rich Pieper 636-949-7305</b>	<b>49,785 Sq. Yds.</b>
<b>Lake Sherwood Est. Subd. Streets</b>	<b>Lake Sherwood Estates Association P.O. Box 1085 Lake Sherwood, MO 63357</b>	<b>George Schmidt 636-828-5030</b>	<b>52,203 Sq. Yds.</b>
<b>Webster Groves Var. Streets</b>	<b>City of Webster Groves #4 E. Lockwood Webster Groves, MO 63119</b>	<b>Dennis Wells 963-5315</b>	<b>136,252 Sq. Yds.</b>

## 2004 Chipseal Jobs Completed

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Site	Owner/Address	Representative	Size
St. Louis County Arterial & County Rds Proj. AR/CR-1085	St. Louis County Div. Of Hwys 121 S. Meramec St. Louis, MO 63105	John Hand 615-1113	440,971 Sq. Yds.
City of St. Louis Var. City Streets	City of St. Louis Dept. of Streets 1900 Hampton St. Louis, MO 63139	Todd Waelterman 647-3111	121,201 Sq. Yds.
Lake Sherwood Est. Subdivision Streets	Lake Sherwood Estates Association P.O. Box 1085 Lake Sherwood, MO 63357	George Schmidt 636/828-5030	66,830 Sq. Yds.
Webster Groves Var. Streets	City of Webster Groves #4 E. Lockwood Webster Groves, MO 63119	Dennis Wells 963-5315	174,556 Sq. Yds.
St. Charles County Roads	St. Charles County Hwy. Dept. 201 N. Second Street St. Charles, MO 63301	Rich Pieper 636/949-7305	62,176 Sq. Yds.
McCurtain Co., OK US 259 Proj. MC-145A(116)	OK D.O.T. Div. II/Construction P.O. Drawer 628 Antlers, OK 74523	Brent Frank 580/298-3081	371,712 Sq. Yds.
Pittsburg Co., OK SH-31 Proj. MC-161C(116)	OK D.O.T. McAlester Area Ofc. P.O. Box 3269 McAlester, OK 74502	Condo Echelle 918/423-5443	255,282 Sq. Yds.
LeFlore Co., OK US-271 Proj. MC-140C(114)	OK D.O.T. Heavener Area Ofc. P.O. Box 835 Heavener, OK 74937	David Huddleston 918/653-7896	201,364 Sq. Yds.
LeFlore Co., OK SH-112 Proj. MC-140C(116)	Same As Above	Same As Above	206,507 Sq. Yds.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02117

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto Boone County, MO

601 E. Walnut, Columbia, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Chip & Seal Application, IFB No. 08-567

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of July, 2008

Laura A. Lentz (Witness)

Missouri Petroleum Products Company LLC (Principal) (Seal) By: [Signature] (Title)

Charissa Wilson (Witness)

Liberty Mutual Insurance Company (Surety) (Seal) By: [Signature] (Title) Debra J. Scarborough, Attorney-in-fact Surety Phone No. 617-357-9500

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, CLIFFORD B. YOUNG, RONALD J. LOCKTON, CAROLYN VAN HAAREN, LAURA E. COON, JEFFREY C. CAREY, KATHY L. FAGAN, ADAM J. CANTU, CHARLES R. TETER, III, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the

execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of February 2008

LIBERTY MUTUAL INSURANCE COMPANY

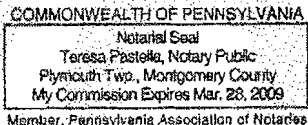
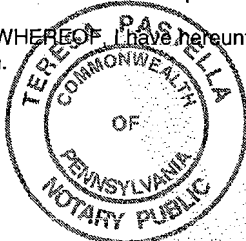


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of February, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this JUL 10 2008 day of



By David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

currency rate, interest rate or residual value guarantees.



**BOONE COUNTY, MISSOURI**  
**Request for Bid #32-10JUL08 - Chip & Seal Projects**

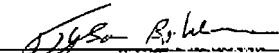
**ADDENDUM #1 - Issued July 9, 2008**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Paragraph 2.6.5. of the Introduction and General Conditions of Bidding page 5, will be replaced with the following:


Roadways shall be ready by August 6, 2008. All work shall be completed no later than September 26, 2008. (This does not include St. Charles Road) Preparation for roadway to be sealed is under separate contract and is planned to be completed before the stated completion date.

By:   
**Tyson Boldan,**  
**Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # #32-10JUL08 - Chip & Seal Projects, receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products Company LLC  
Address: 7620 Woodson Road  
St. Louis, MO 63174

Phone Number (314) 991-2180 Fax Number (314) 991-4037

Authorized Representative Signature:  Date: 7-9-08

Authorized Representative Printed Name: Mark McCollough



**Missouri Petroleum Products Co. LLC**

1620 Woodson Road  
St. Louis, Missouri 63114

(314) 991-2180  
FAX: (314) 991-9824

July 22, 2008

Boone County Purchasing  
Tyson Boldan  
601 E. Walnut, Room 205  
Columbia, MO 65201

Dear Mr. Boldan:

We accept the terms of contract 32-10JUL08 for Chip and Seal as follows:

- All work and expectations for the base bid as stated in the Request for Bid at the cost of \$666,860.38
- All work and expectations for the Add-on Construction as stated in the Request for Bid at the cost of \$151,310.00
- Total contract cost: \$818,170.38 (above added together)
- We understand that all items of Alternate #2 will be performed except for Temporary Centerline Lane Markings. This portion will be kept with the base bid. The only acceptance for Alternate #2 is for change of rock. There is no additional cost associated with this.

We look forward to working with Boone County on this and future projects. Please call Laura Lentz at (314) 991-2180 x.237 with any questions with regard to the contract or billings. Please contact Tim Parker at (314) 378-3911 with questions regarding the project itself.

Sincerely,

Mark McCollough  
Vice President

Cc: File



**PERFORMANCE BOND**

Bond No. 674013531

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Missouri Petroleum Products Company LLC

1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a Corporation, organized under the laws of the State of  
Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Eight Hundred Eighteen Thousand One Hundred Seventy \* Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

\*and 38/100 (\$818,170.38)

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

**BID NUMBER 32-10JUL08 -- Chip and Seal Projects  
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

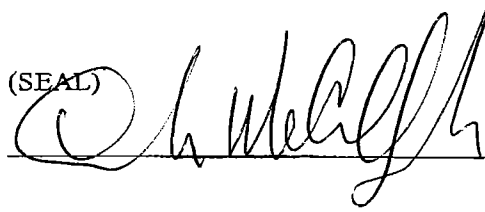
- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

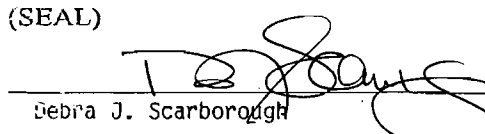
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO / Kansas City, MO, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

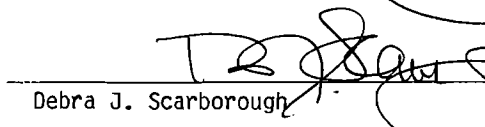
Missouri Petroleum Products Company LLC  
1620 Woodson Road, St. Louis, MO 63114  
(Contractor)

(SEAL)   
\_\_\_\_\_ BY: \_\_\_\_\_

Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116 (617) 357-9500  
(Surety Company)

(SEAL)   
\_\_\_\_\_ BY: \_\_\_\_\_  
Debra J. Scarborough

(Attorney-In-Fact)

  
\_\_\_\_\_ BY: \_\_\_\_\_  
Debra J. Scarborough

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, CLIFFORD B. YOUNG, RONALD J. LOCKTON, CAROLYN VAN HAAREN, LAURA E. COON, JEFFREY C. CAREY, KATHY L. FAGAN, ADAM J. CANTU, CHARLES R. TETER, III, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 \*\*\*\*\* DOLLARS (\$ 50,000,000.00 \*\*\*\*\* ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of February 2008

LIBERTY MUTUAL INSURANCE COMPANY

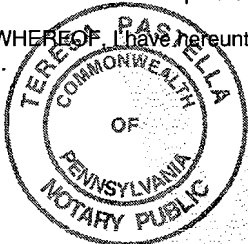
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of February, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this \_\_\_\_\_ day of \_\_\_\_\_



By David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residential value guarantees.

**LABOR AND MATERIAL PAYMENT BOND**

Bond No. 674013531

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Missouri Petroleum Products Company LLC  
1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and  
Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

a corporation organized under the laws of the State of \_\_\_\_\_, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held  
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the  
use and benefit of claimants as herein below defined, in the amount of  
Eight Hundred Eighteen Thousand One Hundred Seventy\* DOLLARS \*and 38/100  
(\$ 818,170.38 \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into  
a contract with Owner for

**BID NUMBER 32-10JUL08 – Chip and Seal Projects  
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference  
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall  
promptly make payments to all claimants as hereinafter defined, for all labor and material used or  
reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor  
of the Contractor for labor, material, or both, used or reasonably required for use in the  
performance of the Contract; labor and material being construed to include the part of water,  
gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable  
to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that  
every claimant as herein defined, who has not been paid in full before the expiration of a period  
of ninety (90) days after the date on which the last of such claimant's work or labor was done or  
performed, or materials were furnished by such claimant, may sue on this bond for the use of  
such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due  
claimant, and have execution thereon. The owner shall not be liable for the payment of any  
costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
  - 1. Unless claimant, other than one having a direct contact with the Contractor, shall have given  
written notice to any two of the following: the Contractor, the Owner, or the Surety above  
named, within ninety (90) days after such claimant did or performed the last of the work or  
labor, or furnished the last of the materials for which said claim is made, stating with substantial  
or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO / Kansas City, MO \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR Missouri Petroleum Products Company LLC (SEAL)

BY: [Signature]

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]  
(Attorney-In-Fact) Debra J. Scarborough

BY: [Signature]  
(Missouri Representative) Debra J. Scarborough

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, CLIFFORD B. YOUNG, RONALD J. LOCKTON, CAROLYN VAN HAAREN, LAURA E. COON, JEFFREY C. CAREY, KATHY L. FAGAN, ADAM J. CANTU, CHARLES R. TETER, III, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of February 2008

LIBERTY MUTUAL INSURANCE COMPANY

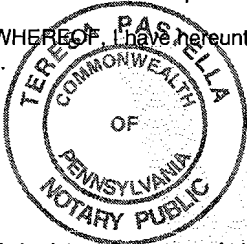
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of February, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this \_\_\_\_\_ day of \_\_\_\_\_



By David M. Carey, Assistant Secretary

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To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.