16 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI County of Boone	Janı ea.	ary Session of the Ja	nuary Adjourne	d	Term. 20	12
In the County Commission	• of said county, on the	19 <sup>th</sup>	day of	January	20	12

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

Now on this day the County Commission of the County of Boone does hereby approve utilization of the City of Independence, Missouri Cooperative Contract 139-10-1 – Emergency Vehicle Equipment with 911 Custom LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 19<sup>th</sup> day of January, 2012.

ATTEST:

<u>Mary 5. Non ce</u> Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner An A Mill

Karen M. Miller District I Commissioner

Absent Skip Elkin District II Commissioner

# **Boone County Purchasing**

Melinda Bobbitt, CPPB Director



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

# MEMORANDUM

TO:	Boone County Commission
FROM:	Melinda Bobbitt, CPPB
DATE:	December 23, 2011
RE:	Cooperative Contract: 139-10-1 – Emergency Vehicle Equipment

Purchasing and the Sheriff's Office request permission to utilize the City of Independence, Missouri cooperative term and supply contract 139-10-1 – Emergency Vehicle Equipment with 911 Custom LLC of Olathe, Kansas.

This is a Term and Supply contract. Invoices will be paid from department 2901 – Sheriff Operations – LE Sales Tax, accounts 91300 – Machinery & Equipment and 92300 – Replacement Machinery & Equipment. \$28,476.00 was budgeted for 2012.

cc: Chad Martin, Sheriff Contract File

#### PURCHASE AGREEMENT FOR EMERGENCY VEHICLE EQUIPMENT

THIS AGREEMENT dated the <u>19</u> day of <u>January</u> 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and 911 Custom LLC, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Emergency Vehicle Equipment**, in compliance with all bid specifications and any addendum issued for the City of Independence, Missouri Contract 139-10-1, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchase agreement and the City of Independence, Missouri Contract 139-10-1 shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, **Emergency Vehicle Equipment** as identified and responded to in the Contractor's Bid Response and in the attached City of Independence contract. Equipment will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the City of Independence contract, as needed and as ordered by the County. Discount structure shall be as follows:

Manufacturer:	
Whelen	40%
Rhino	10%
Havis	30%
Pro-Guard	15%
Setina	25%

3. **Contract Duration** - This agreement shall commence on **January 1, 2012** and extend through **November 30, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

4. **Delivery** - Contractor agrees to deliver the Equipment per the bid specifications. All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices or discount structure listed in the Vendor's bid response. Invoices must show both the list price and the discounted price. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Vendor 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **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.

7. **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.

8. *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.

911 CUSTOM LL by title

## **BOONE COUNTY, MISSOURI**

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM: County

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

- jine Pite	Aford by jag	01/10/2012	2901/91300/92300 Term and Supply No encumbrance required
Signature		Date	Appropriation Account

#### STANDARD TERMS AND CONDITIONS - CONTRACT WITH BOONE COUNTY, MISSOURI

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County.
- 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 may 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 or e-mail will be accepted. U.S. mail only.
- 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. The resulting contract will be considered a non-exclusive contract.
- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



# CITY OF INDEPENDENCE, MISSOURI NOTICE OF RENEWAL OF PRICE AGREEMENT EMERGENCY VEHICLE EQUIPMENT 139-10-1

Date: Se	ptember 14, 2011		Telephon	e No.	913-390-8540
Vendor:	113137		Fax No.	913-3	90-8543
	911 Custom LLC		E-Mail:	Jarod(	@911custom.com
	100 North Church	Street, Ste B	Contact:	Jarod	Busch
	Olathe, KS 66061		Title:	Memb	er
Price Agro Renewal (	eement Period: Options:	December 1, 2011, t Three, one-year rene	-		
Status of	Certificates:				
Insuran	се	N/A			
Оссира	tion License	N/A			

#### **Special Conditions:**

1. This price agreement contains a Cooperative Clause, which allows use by other governmental agencies.

1 on

Tom Conrow, Buyer of Record, (816) 325-7091

Mary H. Stone, Purchasing Manager Finance Department, Purchasing Division

**Using Departments:** 

Police Cooperative File



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## CITY OF INDEPENDENCE, MISSOURI NOTICE OF RENEWAL OF PRICE AGREEMENT EMERGENCY VEHICLE EQUIPMENT 139-10-1

The City of Independence, Missouri, is seeking qualified vendors to supply emergency vehicle equipment, including all parts and necessary supplies for installation. Equipment to include, but not limited to, cage equipment, lightbars, lighting and related emergency vehicle equipment typically used in a Police environment. Vendors shall quote a discount percentage off the manufacturer product catalog.

#### Discount off 2010 or current year product catalog

. . . . . . . . .

Manufacturer:	
Whelen	<u>40</u> %
Rhino	<u>10</u> %*
Havis	<u>30</u> %*
Pro-Guard	<u>15</u> %*
Soundoff Signal	%
Setina	<u>25</u> %*
Big Sky	%
* Plus Freight	

# Department Contacts: IPD Major Gordon Abraham, 816-325-7350

IPD Electronic Fleet Tech, John Largent, 325-7353

The renewal option agreement terms shall carry the same pricing and conditions as stated within this original Price Agreement. Please indicate your response:

#### 1. Renewal Option Year 2:

Vendor agrees to a second-year period of this Price Agreement.

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

#### 2. Renewal Option Year 3:

Vendor agrees to a third-year period of this Price Agreement.

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

#### 3. Renewal Option Year 4:

Vendor agrees to a fourth-year period of this Price Agreement.

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

#### 4. Renewal Option Year 5:

Vendor agrees to a fifth-year period of this Price Agreement.

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

2 of 2

P:\Purchasing\139 Emergency Vehicle Equipment - TC\139-10-1 ROA - Emergency Vehicle Equipment - 911 Custom - 9-11.doc

# **INVITATION TO BID**



CITY OF INDEPENDENCE, MISSOURI PURCHASING DIVISION 111 E. MAPLE, PO BOX 1019 INDEPENDENCE, MO 64051-0519 (816) 325-7087 (816) 325-7088 FAX

# **RE-BID EMERGENCY VEHICLE EQUIPMENT**

Date: November 5, 2010

Price Agreement: 139-10

# Response Deadline November 23, 2010, at 2:00 p.m., Local Time

## Questions regarding this invitation should be directed to: Tom Conrow, (816) 325-7092, Email: tconrow@indepmo.org

The City of Independence Purchasing Division and Onvia (DemandStar) are the only authorized sources of bid forms. Bid forms obtained from any other source may be incomplete. Bidders using a bid form not obtained from the City of Independence Purchasing Division or Onvia risk not receiving any necessary addenda, eliminating their bid from consideration.

Bids must be received in the Purchasing Manager's Office by the date and time indicated, with opening immediately following in the <u>Purchasing Division, Ground Floor, City Hall</u>. Quote prices for the item(s) listed on attached form(s). Submittal envelope must show bid number and response deadline.

## (ATTENTION BIDDER – COMPLETE AND RETURN WITH BID)

	State	Zip
Title: _		
Date:		
y (90) days after	response deadli	ne.
on. Why did yo	u not bid?	
	Title: _ Date: γ (90) days after on. Why did yo	FAX No.: State Title:

NOTE: ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

## **General Terms and Conditions**

#### 1. SCOPE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of the Agreement. These terms and conditions shall prevail unless otherwise modified by the City within this bid document.

#### 2. FIRM PRICES

The bidder warrants that prices quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order, contract or price agreement.

#### 3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

#### 4. SPECIFIC QUANTITIES

When quantities are specifically stated, acceptance will bind the City to order and pay for, at the contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract.

#### 5. DELIVERY

If applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid form.

#### 6. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), Bill Receiver for small package shipments (UPS). Shipments outside UPS shipping parameters should be routed collect, using Yellow Transportation or Con-Way Transportation, as determined by the City's delivery requirement. Freight shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

#### 7. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price unless stated otherwise in the bid document.

#### 8. BRAND NAMES

Whenever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the bid document or upon request of the City. If samples should be requested, the City must receive such samples no later than the time specified in the formal, written request.

#### 9. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Purchasing Manager's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

#### 10. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, with the first shipment of hazardous material. Also, at any time the content of an MSDS is revised the vendor is required to provide new information relevant to the specific material.

#### 11. GENERAL GUARANTY AND WARRANTY

The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

#### 12. PATENTS

The Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

#### 13. INVOICES

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: Contract number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to Accounts Payable in the Finance Department. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

#### 14. TERMS OF PAYMENT

Unless otherwise noted, the City's payment terms are NET thirty (30) days from receipt of invoice.

#### 15. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

#### 16. EXPENSES

The City shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed to in writing.

#### 17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the Contractor or for the employees of the Contractor. The Contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this Agreement. The Contractor shall be responsible to pay all taxes, as mandated by law.

#### 18. FRINGE BENEFITS

Since the Contractor is not an employee of the City's business, the Contractor is not eligible for and shall not participate in any employer benefit of the City, including pension, health or other fringe benefits.

#### 19. TERM OF AGREEMENT

If applicable, the term of the Agreement shall be specified in the bid document. Renewal options, if any, will also be specified in the bid document.

#### 20. RENEWAL OPTIONS

If specified in the original bid document, the City may exercise its option to renew the Contract/Agreement. The City will provide the Contractor with a written renewal notice sixty (60) days prior to the expiration date of the Contract period. Pricing shall be in accordance with the fees submitted on the original bid/proposal. All terms and conditions shall remain in effect during the subsequent renewal periods.

#### 21. TERMINATION

City may terminate or suspend performance of this Agreement for City's convenience upon written notice to Contractor. City shall pay Contractor for all the services performed till the date of the termination by the City or suspension expenses.

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of the Agreement.

#### 22. NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the duly authorized representative or by certified mail, return receipt requested, to the Contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be sent to the attention of the <u>Purchasing Manager</u>, <u>111 E. Maple</u>, <u>PO Box 1019</u>, <u>Independence</u>, <u>MO 64051-0519</u>.

#### 23. ASSIGNMENT OF CONTRACT

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

#### 24. SUBCONTRACTS

The Contractor shall not execute an Agreement with any subcontractor to perform any work without the written approval of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the Conditions shall create any contractual relationship between any subcontractor and the Owner.

#### 25. CHANGES

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order or formal amendment which shall be in writing and signed by both parties.

#### 26. GENERAL INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Article.

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees.

#### 27. WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the Contractor or the employees of the Contractor. The Contractor shall comply with the worker's compensation law concerning its business and its employees.

#### 28. INSURANCE

Unless otherwise stated in the specifications, the Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M.Best rating of no less than A:VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

#### Informal Purchases (less than \$25,000)

(1) General Liability Insurance, with a \$500,000 combined single limit.

#### Formal Purchases (\$25,000 and over)

- (1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 Combined Single Limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The Supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Supplier.

#### 29. AVAILABILITY OF FUNDING

Any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the availability of funding and allocation of City funds. The City may cancel any Agreement, Contract, or Purchase Order immediately, by giving written notice to the Contractor, in the case of a reduction or elimination of funds or funding for any project, commodity or service.

#### 30. NO AUTHORITY TO BIND CITY

The Contractor has no authority to enter into contracts on behalf of the City. This Agreement does not create a partnership between the parties.

#### 31. NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

#### 32. COMPLIANCE WITH LAWS

The Contractor represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

#### 33. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

#### 34. AUDIT

The City shall have the right to audit this Contract and all books, documents and records relating thereto. Contractor shall maintain all its books, documents and records relating to this Contract during the contract period and for three (3) years after the date of final payment. The books, documents and records shall be made available to the City within ten (10) days of receipt of the written request.

#### 35. CHOICE OF LAW

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Missouri.

#### 36. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Agreement be determined void.

#### 37. ENTIRE AGREEMENT

The bid document, including these Terms and Conditions, Contractor's response and purchase order shall constitute the entire Agreement. In case of a discrepancy, the purchase order shall take precedence over the bid document and the bid document shall take precedence over the Contractor's response. This Agreement may be supplemented, amended or revised only by a written modification that is signed by each party.

# **Instructions to Bidders**

For informal solicitations (estimated value of less than \$25,000), bid documents may be obtained from the Procurement Specialist identified on the Cover Page of the Invitation to Bid. For formal bids (estimated value of \$25,000 or more), bidders may view and download bid documents from DemandStar by Onvia, via the City's website, <u>www.independencemo.org</u>. Click *Businesses*, and *View Bid Opportunities*. Bids may also be obtained by contacting the Procurement Specialist identified on the Cover Page of the bid document. Bidders using a bid form not obtained from the City of Independence Purchasing Division or Onvia (DemandStar) risk not receiving any necessary addenda, possibly eliminating their bids from consideration.

Questions regarding the bid process should be addressed to the Procurement Specialist identified on the Cover Page of the Invitation to Bid. Technical questions should be addressed to the individual identified in the Specifications. If time permits, questions should be submitted in writing. The City reserves the right to require that all questions be submitted in writing. The City reserves the right to provide such questions and answers to all prospective bidders.

## 1. DEFINITIONS

- A. The term "City" means the City of Independence, MO.
- B. The term "Contractor" means the person or organization that receives the award in the bid process.
- C. The term "Invitation to Bid" means a solicitation of sealed bids. The acronym "ITB" means Invitation to Bid.
- D. The term "bid document" means the ITB.
- E. The term "bidder" or "offeror" means the person or organization responding to an ITB with a formal, sealed bid.
- F. The term "bid" means the price submitted by the bidder in response to an ITB.

## 2. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the bid document.
   Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required by the bid document. The bidder shall complete all sections requiring information or a signature. The person signing the offer must initial erasures or other changes. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document.
- C. Unit price for each unit bid shall be shown and such price shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
- D. Bidders are to prepare their bids for City projects without including sales tax.
- E. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
- F. Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- G. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- H. If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- I. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- J. Prices quoted are to be firm and final.
- K. In submitting bids, Bidder agrees that the City shall have ninety (90) days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- L. Unless otherwise specified, bidders shall submit one (1) original and one (1) copy of the bid.
- M. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

## 3. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is also the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than one thousand dollars (\$1,000).
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.
- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than ten percent (10 percent).
- E. In order to qualify for the preference, it must be clearly stated on the pricing sheet whether the materials quoted were manufactured, assembled or produced in the United Sates of America. If multiple items are listed in the bid request, it must be clearly stated on the pricing sheet which items were manufactured, assembled or produced in the United States of America.

#### 4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement/contract or purchase order, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not to be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this agreement/contract or purchase order with any of the said rules, regulations, or orders, this agreement/contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted agreements/contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

#### 5. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the Contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Purchasing Manager is financially interested in what the Bidder is offering to sell to the City pursuant to this invitation, nor is the Bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder;
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation; and
- C. The authorized signer of this document certifies that the Contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

#### 6. SUBMISSION OF BIDS

- A. Bids and any modification thereof (addendum) shall be enclosed in sealed envelopes and addressed to City of Independence, Purchasing Division, 111 East Maple, P. O. Box 1019, Independence, Missouri 64051-0519. The bidder shall show the title of the bid, the invitation number, and the name and address of the bidder on the face of the envelope.
- B. **Telephonic** or **faxed bids** will not be considered unless authorized by the invitation. However, bids may be modified or withdrawn, provided a written notice is received prior to the hour and date specified for receipt
- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
- D. Bids will be publicly opened and read aloud as stipulated in the bid document.

## 7. MODIFICATION OR WITHDRAWAL OF BIDS

Written requests for modification or withdrawal of bids will be accepted prior to the time specified for the bid opening. The authorized representative who signed the original bid must sign the written request. It shall be the responsibility of the bidder to follow up and ensure that the Procurement Specialist received the request prior to the bid opening. A bid also may be withdrawn in person by the authorized representative or designee, providing that proof of identity is given and the representative signs a receipt for the invitation prior to the bid opening.

The City reserves the right to officially modify or cancel a bid after issuance. Such modifications will be made only by written addendum. Bidders must sign the addendum and submit the document as part of the bid. If it is not practical for a bidder to receive and submit an addendum prior to the deadline for submission of a proposal, a bidder may acknowledge acceptance of the conditions of the addendum via email or fax, if such email or fax is received by the Procurement Specialist prior to the deadline identified in the bid document. The City reserves the right to determine if an email or fax, in lieu of a signed addendum, is acceptable.

#### 8. LATE BIDS

It is the responsibility of the bidder to deliver the bid on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

#### 9. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the bid document.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment or supplies promptly or within the time specified, without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities; and
- F. The ability of the bidder to provide future maintenance and service.

#### 10. <u>AWARD</u>

Award will be made to the lowest responsible bidder who submits the bid most advantageous to the City. The City reserves the right to accept or reject any or all bids or part of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City also reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

#### 11. RIGHT OF PROTEST

The Purchasing Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$50,000 or less within five (5) business days of a bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the Internet at <u>www.demandstar.com</u> (Onvia). Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Onvia shall be responsible for directly notifying bidders of the Notice of Intent to Award.\_Protests must be received in the office of the Purchasing Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

## COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS (Optional—Does Not Impact Bid Evaluations)

- The bidder agrees to provide products and/or services to any municipality, county, state, governmental public utility, nonprofit hospital, educational institution, special government agency, and nonprofit corporation performing governmental functions that participate in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).
- Sales will be made in accordance with the prices, terms and conditions of the Invitation for Bid and any subsequent agreement or contract.
- There shall, however, be no obligation under the Cooperative Procurement Agreement for any organization represented by MACPP or MARC to utilize the agreement or contract.
- All sales to other jurisdictions will be made on purchase orders or the mechanism for purchase used by the jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction. The City of Independence assumes no responsibility for these separate contractual transactions.

Please indicate your response below:

- □ Yes, I agree to provide the products or services within this bid to other agencies as identified above.
- □ No, I do not agree to provide the products or services within this bid to other agencies as identified above.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

## **EMERGENCY VEHICLE EQUIPMENT 139-10**

The City of Independence, Missouri, is seeking qualified vendors to supply emergency vehicle equipment, including all parts and necessary supplies for installation. Equipment to include, but not limited to, cage equipment, lightbars, lighting and related emergency vehicle equipment typically used in a Police environment. Vendors shall quote a discount percentage off the manufacturer product catalog. The City intends to issue a price agreement for a one-year period, with options for four additional one-year renewal periods.

## Discount off 2010 or current year product catalog

Manufacturer:

Whelen	%
Rhino	%
Havis	%
Pro-Guard	%
Soundoff Signal	%
Setina	%
Big Sky	%

Questions about this Request to Bid should be directed to:

IPD Major Greg Wilkinson, 816-325-7332 IPD Fiscal Administrator Barbara Garcia, 325-7806

This is a formal bid. Faxed bids will not be accepted.

Any exceptions to our specifications must be clearly noted on vendor's submitted bid proposal. Failure to do so may be reason for rejection of the bid.

Bid results will not be provided over the phone. Enclose a self-addressed, stamped envelope for bid tabulation.

The renewal option agreement terms shall carry the same pricing and conditions as stated within this original Price Agreement. Please indicate your response:

#### 1. Renewal Option Year 2:

Vendor agrees to a second-year period of this Price Agreement.

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

#### 2. Renewal Option Year 3:

Vendor agrees to a third-year period of this Price Agreement.

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

## 3. Renewal Option Year 4:

Vendor agrees to a fourth-year period of this Price Agreement.

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

## 4. Renewal Option Year 5:

Vendor agrees to a fifth-year period of this Price Agreement.

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

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

-2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	2	ion of the Januar	y Adjourne	d	Term. 20	12
County of Boone						
In the County Commission of said	county, on the	19 <sup>th</sup>	day of	January	20	12
the following, among other proceedings, were had, viz:						

Now on this day the County Commission of the County of Boone does hereby approve the Assessment Maintenance Plan for January 1, 2012, through December 31, 2013, as presented by the Assessor.

Done this 19<sup>th</sup> day of January, 2012.

Daniel K. Atwill Presiding Gommissioner

oner Smile ne Karen M. Miller

District I Commissioner

Absent Skip Elkin District II Commissioner

ATTEST:

<u>Mendry 5. Noren</u> Wendy S. Noren

Clerk of the County Commission

#### ASSESSMENT MAINTENANCE PLAN

BOONE COUNTY, MISSOURI

#### JANUARY 1, 2012 THROUGH DECEMBER 31, 2013

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#### INTRODUCTORY NARRATIVE

The Boone County Assessor and State Tax Commission shall strive to assess all property in a fair and uniform manner; shall strive to discover, list, and assess all taxable property within the county; shall faithfully and impartially execute this assessment maintenance plan; shall develop assessments based on current market value as of the date of appraisal; shall promptly and efficiently respond to questions, complaints, and needs of taxpayers and assessment officers; and shall uphold the constitution and statutes of the State of Missouri.

Our goal is to provide outstanding service in the most cost efficient manner possible, while fulfilling the legal responsibilities of the Office of Assessor.

1. ...

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#### Parcel Count

#### <u>As of 12/30/2011</u> Total 65,636

#### Sources of Valuation for Personal Property

	NADA
Automobiles	NADA
Trucks	NADA
Motorcycles	NADA
Boats	NADA
Trailers	NADA
Mobile Homes	NADA
Recreational Vehicles	NADA
Busses	Personal Property Valuation Guide
Tractor/Trailers	Personal Property Valuation Guide
Airplanes	Aircraft Blue Book - Price Digest
Farm Equipment	Official Guide to Tractors and Farm Equipment
1-1-	North American Equipment Dealers Association
Livestock	State Guide
Machinery and Equipment	Historical Cost
Leased Equipment	Historical Cost
Office Furniture	Historical Cost
	Historical Cost

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#### Forms to be Utilized

Copies of the following forms are provided in this report:

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- Sales Questionnaire
   Assessment Change Notice
   Personal Property Assessment List

NOTE: Other forms available in the office upon request.

#### **Training Materials**

All training manuals and detailed data collection manuals are available for inspection in the office upon request.



BOONE COUNTY ASSESSORS OFFICE BOONE COUNTY GOVERNMENT CENTER 801 EAST WALNUT ST, RM 143 COLUMBIA, MO 65201-7733



5004 ORCHARD LN COLUMBIA MO 65202-2951

THIS LETTER CONTAINS AN IMPORTANT MESSAGE ABOUT YOUR PURCHASE OF PROPERTY RECORDED IN BOONE COUNTY.

Parcel Number:	17-207-00-04-045.	00
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Legal Description: MEADOWLANDS SD PLAT 6 LOT 45

Date Recorded: 08/09

Dear Property Owner:

As part of our continual effort to maintain fair and accurate appraisals, we ask that you take a few minutes to complete the form located on the back of this letter. The form concerns your recent purchase of real estate.

Recent transaction information is crucial to the development of a "market based" appraisal system, as Missouri law requires. It is also a key indicator of the effectiveness of appraisal methodologies used in our office, allowing us to identify current and potential problems and take steps to correct and prevent them. Your assistance will enable us to ensure that all taxpayers are treated fairly.

We have enclosed a POSTAGE PAID return envelope for your convenience. Please call the Assessor's Office at 886-4270 if you have questions regarding this form.

Thank you for your help.

Sincerely, Tom Schauwecker Boone County Assessor

#### NOTICE OF CHANGE IN ASSESSMENT FOR TAX YEAR 2011



Boone County Assessors Office Boone County Government Center 801 East Walnut, Room 143 Columbia, Missouri 65201-7733



SABATH DAVID C & CARLA E 2110 S ALAMOS PL COLUMBIA MO 65201

Parcel Number: 17-513-21-01-109.00

Real Property	Location:	2110 S ALAMOS PL
		SEC 21 TWP 48 RGE 12
Legal Description	on:	EL CHAPARRAL PLAT 5 LOT 214

#### Dear Taxpayer:

This is to notify you that the appraised value of the real property referenced above has been changed for the tax year 2011.

The old (2010) appraised and assessed value (by classification) of this property was:

	Class -	Appraised Value	Assessed Value
	Residential	100,100	19,019
	TOTAL	100,100	19,019
The new (2011) appra	lised and assessed value (b	y classification) is:	
	Class	Appraised Value	Assessed Value
	Residential	100,100	19,019
	TOTAL	100,100	19,019

NOTICE TO TAXPAYER: IF YOUR ASSESSED VALUE HAS INCREASED, IT MAY INCREASE YOUR REAL PROPERTY TAXES WHICH ARE DUE DECEMBER THIRTY-FIRST. IF YOU DO NOT AGREE THAT THE VALUE OF YOUR PROPERTY HAS INCREASED, YOU MUST CHALLENGE THE VALUE ON OR BEFORE **MONDAY, JULY 11, 2011** BY CONTACTING YOUR COUNTY ASSESSOR. (Section 137.355.2, RSMO requires above statement in 12 point font)

Please call the Boone County Assessor's Ofiice at 886-4270 if you have questions or concerns regarding this change in assessment. The Boone County Assessor's Office is open 8:00 am to 5:00 pm Monday thru Friday. Appeal forms are available at http://www.showmeboone.com/Assessor/AssessmentAppeal.pdf

	2012 BOO							
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Are you in active military service?\_\_\_\_\_ If yes, what is your county of residenceaccording to military records? \_\_\_\_\_ Please provide a daytime phone number should questions arise \_\_\_\_\_\_ MO CHANGE \_\_\_\_\_ SIGN HERE: I, \_\_\_\_\_ DATE \_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_ DATE \_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_

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WOULD = Auto = Truck = Motorcycle = Dozer = Boat = Outboard M = Traiter	YOU PLEASE PROVI B= Bus J= Motorhome W= RV Trailer R= POp-up Camper P= Aircraft lotor V= Tractor Trailer S= Tractor	DE MAKE FOR ALL T TYPE CODE T/ N= Combine Q= Antique Auto/Plane H= Mobile Home 01= Leased Equip 02= Business Furn, Fixt, & Equip 03= Miscellaneous MOBILE HOM	RAILERS, THIS BLE C1= Cow C2= Calf C3= Yearling C5= Bult E1= Emu: Adult E2= Emu: Chick E3= Emu: Chick	WILL FACILITAT H1= Horse H2= Mule/Donkey P1= Pig 50-60 lbs P3= Sow 400 lbs R1= Liama: Male R2= Liama: Female	E ONLINE RENEWALS. S1= Lamb 75 lbs S2= Ewe 150 lbs S3= Lamb 120 lbs K1= Ostrich: Adult K2= Ostrich: Chick
WOULD = Auto T Truck T Truck S Motorcycle Z Dozer D Boat	YOU PLEASE PROVI B= Bus J= Motorhome ₩= RV Trailer R= Pop-up Camper P= Aircraft totor V= Tractor Trailer	DE MAKE FOR ALL T TYPE CODE T/ N= Combine Q= Antique Auto/Plane H= Mobile Home 01= Leased Equip 02= Business Furn, Fixi, & Equip 03= Miscellaneous MOBILE HOM	RAILERS, THIS NBLE C1= Cow C2= Calf C3= Yearling C5= Buit E1= Emu: Adult E2= Emu: Chick IES Length	WILL FACILITAT H1= Horse H2= Mule/Donkey P1= Pig 50-60 lbs P3= Sow 400 lbs R1= Liama: Male R2= Liama: Female	E ONLINE RENEWALS. S1= Lamb 75 lbs S2= Ewe 150 lbs S3= Lamb 120 lbs K1= Ostrich: Adu/t K2= Ostrich: Yrlg K3= Ostrich: Chick Model

NO CHANGE  The schedules on this page are to be used for business and manufacturing equipment owned on or after January 2, 2006 using the IRS Modified Accelerated Cost Recovery System (MACRS). For additional information about asset classification, please visit online at www.stc.mo.gov.

please visit online at			LIST BUSINESS EQUIPMENT ONLY	
Year of Acquisition				MACRS Class Cod
2010		x 75%		
2009		x 38%		
2008		x 13%	·	
2007 & prior		x 05%		
2007 a prior			BUSINESS EQUIPMENT ONLY	
Year of Acquisition				MACRS Class Cod
2010		x 85%		
2009		x 60%		
2008		x 42%		
2008		x 25%		
2007		x 25%		
2000	SEVEN YEA		LIST BUSINESS EQUIPMENT ONLY	1
lear of Acquisition				MACRS Class Cod
2010		x 89%		
2009		x 70%		
2003		x 70%		
2008				
2007		x 43% x 31%		_ <u> </u>
2000				
			LIST MANUFACTURING EQUIPMENT ONLY	MACOD DI C
ear of Acquisition	Historical Cost		Description	MACRS Class Cod
2010		x 75% x 38%		
2009		x 13%		
		x 05%		
2007 & prior				
ear of Acquisition	Historical Cast	Depreciation	T MANUFACTURING EQUIPMENT ONLY	MACRS Class Cod
	historical cost	x 85%	Description	MACHS Class Cou
2010		x 60%		
2008		x 42%		
2007		<u>x 25%</u> x 10%	•	
2006			IST MANUFACTURING EQUIPMENT ONLY	
ear of Acquisition				MACRS Class Code
	nistorical Cost		Description	NIACHS Class COU
2010		x 89%		
		x 70%		
2008		x 55%		
007		x 43%		
006		x 31%		
	TEN YEAR RE	COVERY - LIST	MANUFACTURING EQUIPMENT ONLY	
ear of Acquisition	Historical Cost	Depreciation	Description	MACRS Class Code
010		x 93%	• •	
009		x 79%		
008		x 67%		
007		x 57%		
		x 48%		
006 ACRS Class Life		X 40%	7 YEAR / 2010 - 89% / 2009 - 70% GOOD	
YEAR / 2010 - 75% / 2 piles to Special tools . 5. Manufacture of Fin. 21 Data Systems (exc 0 Construction Equip 0 Manufacture of Fin. 21 Manufacture of Fin. 21 Manufacture of Fin. 21 Manufacture of Fin.	handling devices od & Beverages bber Products sished Plastic Produ ass Products bricated Metal Prod tor Vehicles 009 - 60% GOOD og Systems (COMF ept computers) iment emicals & Allied Pri	lucts PUTERS) oducts	<ul> <li>(0,11 Office Furniture, Fixtures &amp; Equipment 01.0 Agriculture</li> <li>20.4 Manufacture of Other Food &amp; Kindre 24.4 Manufacture of Wood Products &amp; Fu 27.0 Printing, Publishing &amp; Allied Industrie 30.1 Manufacture of Nubber Products 32.2 Manufacture of Other Stone &amp; Clay F 33.2 Manufacture of Primary Nonferrous J 33.3 Manufacture of Febricated Metal Pro 34.0 Manufacture of Electrical &amp; Non-elec &amp; Other Mechanical Knon-elec &amp; Other Mechanical Products 37.1 Manufacture of Motor Vehicles</li> </ul>	d Products milture s Products Aetals ducts / Special Tools
<ul> <li>Special Tools</li> <li>Manufacture of Ele Products &amp; System</li> <li>Distributive Trades</li> </ul>	S	s,	<ul> <li>37.2 Manufacture of Aerospace Products</li> <li>79.0 Recreation</li> <li>10 YEAR / 2010 - 93% / 2009 - 75% GOOD</li> <li>00.28 Vessels, Barges, Tugs &amp; Similar Wat</li> </ul>	er Transport
			Equipment, except those used in ma	rine construction



#### Functions and Responsibilities

#### A. Real Estate Functions

- 1. Parcel identification of Building Permits
- 2. Data Collection
  - a. County Building Permits b. City Building Permits

    - c. Condo Conversionsd. Other Splits/Combos

    - commercial Permits, Splits/Combos
       f. Partials (incomplete) from previous year
- 3. Grade/CDU Review

  - a. Residential properties b. Outlier Sales (Residential & Farm)
  - c. Farm properties
- 4. Data Review
  - a. Residential b. Agricultural

  - c. Commercial d. Commercial Outlier Sales
- 5. Data Entry a. Collected data b. Reviewed data
- 6. Tracking Splits/Combos in Assessment Administration File (AA)
- 7. Collection and Entry of Sales Data
- 8. Collection of Construction Cost Data
- 9. Index & Depreciation Study

#### 10. Development of Market Approach

- a. Market Modelling b. Generation of Comp Sheets
- 11. Final Review of New Values
- A.--New Construction and Splits/Combos
  b. Reappraised Property
  c. Data Entry of Final Review Decisions
- 12. Sales Ratio Study
- 13. Notification of Taxpayers
- 14. Informal Hearings
- 15. Board of Equalization Hearings
- 16. State Tax Commission Hearings
- 17. Public Questions
  - a. Walk-ins b. Phone

- B. Personal Property Functions
  - 1. Personal Property Declarations
    - a. Mail b. Open c. Scan d. Process
  - 2. Supplemental Bills a Phone b. Walk-ins
  - 3. Waivers
  - 4. Public Questions a. Walk-ins b. Phone
- C. Mapping Functions
  - 1. Public Questions
  - 2. Processing Deeds
  - 3. Updating GIS
  - 4. Accounting for Cash Receipts
- D. Assessor Functions
  - 1. Planning
  - 2. Monitoring
  - 3. Reports
  - 4. Forms
  - 5. Procedures

#### E. Clerical Functions

1. Bids, Ordering Supplies, Paying Bills

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- 2. Tax Exemption Letters
- 3. Letter Writing and Photocopying
- 4. Filing
- 5. Putting Labels on Property Record Cards
- 6. Answering Phone (General Info)

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Administrative Personnel Røquirements

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				Units	×	Man-Days	ş	2012	2012 2012 2012	2012
Function	0	Cycle Units	s	Per		Per Cycle	a	Units Days Days	Days	Days
	2012	2013	2014	Day	2012	2013	2012 2013 2014	FWD FWD Req'd	FWD	Req'd
Administrative	8 hr/d	8 hr/d	8 hr/d	8	240	240	240	120	120	120
Clerical	4hr/d	4hr/d	4hr/d	8	120	120	120	60		60
Total					360	360	360		180	180

							:						:						÷					
Evention						0010		_																
Function	Jan	Feb	Mar	Apr		2012 Jun		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Арг		2013 Jun	Jul	Aug	Sep	Oct	Nov	De
Administrative	20	20	20	20	20	_20	20	20	20	20	20	_20	20	20	20	20	20	20	20	20	20	20	20	
Clerical	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	) 1
Total	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	

Administrative Personnel Requirements

1 2012	-	Red'd		5	34	212	85	250	280	23	<u>5</u> ,	4 5	; -	5	G	0	<u>e</u>	.n	<u>م</u>	00		28	7	2	7		3	37	~		60	950				
2012		FWD		â	3 5	έ Ķ	20	88	8	2	R	æκ	· -	0	₽	ŝ		-	5 N	0 0			0	٥	0	0	0	0	0		6	526				
2012	10140	EWD	2000	1000	2002		5000	3500	2000	10	1500	1200	202	0	1500	5		-	6	00	- c	, o	0	0	0	0	0	0	0		6	Π				
ş	ļ	2014	24	140	80	} «	135	338	360	8	44	21	; -	5	8	5	21	n (	2	00	<del>،</del> د	28	7	2	2	-	33	37	2	3 1	150	1,515				
Man-Days	Der Cuolo	2013	2	128	ģ	; œ	88	169	180	5	4	2	:	51	88	ы S	p,	n ;	2	<u>ب</u>	> «	28	7	350	2	80	321	385	2	3 5	150	2,138				
Ž		2012		117	80	? œ	135	338	360	8	<del>8</del>	- 96	- 1	2	25	n ;	2,	<u>م</u>	2			. 88	7	~	2	-	ы.	37	~	9 E		1,476				
Units	Dor	- a	10	÷	22	1	100	\$	52	9	32	250	8	150	<u>چ</u>	-	-	- ,	-		5000	ē	9	ê	-	5000	<u>چ</u>	0.5	0.2	<del>م</del> 8	8	Π				
	T.	2014	2400	1680	200	8	13500	13500	0006	450	2200	6700	9	740	2400	n ;	2,	n 🕯	2	0876	3350	2800	700	20	2	<u>37</u> 0	<u>1</u> 85	p.	0	320 250	1200					
	Curle 1 Inite	2013	-	+	_	100			4500	225	2100	4350	<u>0</u>	1700	872 270	n (	2	- -	2	0750	8150	2800	200	35000	2	38500	1925	56-	202	310 250	1200					
	NO.	2012	+	⊢	_	<u>1</u> 0			-		2000			-	2	n ;	2 .	, ç	2 0	ç			200	-	-+	-	-	 <u>P</u>	+	300 250		ľ				•
	Function		Parcel Identification of Building Permits		Data Collection of Splits/Combos	Data Collection of Incomplete Prior Year			_	Data Review/Conversion of Commercial Parcels			Data	ons		Undate Listan Land Value	Undate Durait Lettu Values	Index and Denreriation Study	Market Modelling	Sheets	ts.	nuction	Value Review of Splits/Combos	Value Review of Reappraised Parcels		payers	Internal rearings Board of Equiviting Loodings		Allocation	Data Requests	c Questions	Total				

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#### Real Estate

Function		1				2012				<u> </u>				1				2013						
	Jan	Feb	Mar	Apr	May	Jun		×.			_		Jan	Feb	Mar	Apr	May	Jun	_	Ý				Dec
Parcel Identification of Building Permits		-					4	4	4	4	4	_4							4	4	4	4	4	4
Data Collection of Building Permits	8	8	8	8			16	16	16	16	16	16	1,6	16					16	16	16	16	16	16
Data Collection of Splits/Combos	4	4	4	4		•	4	4	4	4	4	4	4	4					3	3.	3	3	3	3
Data Collection of Incomplete Prior Year	2	2	2	2			_1	1	1	1	1	_ 1	1	1					1	1	1	1	1	_1
Grade/CDU Review of Urban Residential	14	14	14	14	14	14	11	11	11	11	11	11				-				12	12	_12	12	12_
Data Review of Urban Parcels	42	42	42	42	42	42	28	28	28	28	28	28								31	31	31	31	31
Data Review of Rural Parcels	47	47	47	47	47	47	30	30	30	30	30	30								33	33	33	33	33
Data Review/Conversion of Commercial Parcels	4	4	4	4	4	4	3	3	3	3	3	3								3	3	3	3	3
Data Review of Sales and Listings	5	5					5	5	5	5	5	5	5	5					6	6	6	6	6	6
Data Entry of Data Collected	1	1	1	1			1	1	1	1	1	1	1	1					2	2	2	2	2	2
Data Entry of Data Reviewed	4	4	4	4	4	4	3	3	3	3	3	3								2	2	2	2	2
Data Entry of Converted Commercial Data							0	0	0	0	0	0												
Data Entry of Value Review Decisions				2	2		-	-						13	13	13	13							
Collection and Entry of Sales Data	2	2	2				5	5	5	5	5	5							4	4	4	4	4	4
Collection of Construction Cost Data	-			0									5											
Update Urban Land Values			_						3	3	3	_									3	3	3	
Update Rural Land Values			_						-															
Index and Depreciation Study				5									10				-							
Market Modelling													15									_		
Generation of ICS Sheets				0									0	0										
Generation of Comp Sheets				1									4	4										
Value Review of New Construction	<u>+</u>			14	14								· ·	14	14									
Value Review of Splits/Combos				4	4									4	4									
Value Review of Reappraised Parcels													117	117	117									
Sales Ratio Study			1						1						1		-				1			
Notification of Taxpayers					1										B									_
Informal Hearings				10	10	10						_			· ·	107	107	107						
Board of Equalization Hearings	1					7	7	7	7	7			1			107		77	77	77	77	77		
State Tax Commission Hearings	-			_				0	0	0	0	0						••	••	5	5	5	5	5
Allocates					_		_			-		-	1											
Data Requests													1											
Public Questions	10	10	10	10	10	10	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13
Total		142		172		138			135					191								213		133
	1.42	, 44							.00	.54		.20			. 30				.44	210		210		
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		Ξ.	Mapping							
				Units		Man-Days	ş	2012	2012 2012	2012
Function		Cycle Units		Per	٩	Per Cycle	e	Units	Units Days Days	Days
	2012	2013	2014	Day	2012	Day 2012 2013 2014	2014	FWD	FWD Req'd	Req'd
Processing Deeds	6000	6500	7000	40	150	163	175	5000	125	25
Public Assistance	1200	1200	1200	8	150	150	150	600	75	75
Updating GIS	300	500	700	15	20	33.3	46.7	250	17	з
Accounting for Cash Receipts	12	12	12	2	9	ß	9	6	3	е
Total					326	352	378		220	106

· · · · · · · · · · · · · · · · · · ·	-			•																				_
Function						2012												2013						
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	С
Processing Deeds	4.2	4.2	4.2	4.2	4.2	4.2	13.5	13.5	13.5	13.5	13.54	13.5	13.5	13.5	13.5	13.5	13.5	13.5	14.6	14.6	14.6	14.6	14.58	1
Public Assistance	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	1
Updating GIS	0.56	0.55	6 0.56	0.56	0.56	0.56	2.78	2.78	2.78	2.78	2.778	2.78	2.78	2.78	2.78	2.78	2.78	2.78	3.89	3.89	3.89	3.89	3.889	3
Accounting for Cash Receipts	0.5	0.50	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0,5	0.50	0.5	0.5	D.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	C
Total	17.7	17.7	17.7	17.7	17.7	17.7	29.3	29.3	29.3	29.3	29.3	29.3	29.3	29.3	29.3	29.3	29.3	29.3	31.5	31.5	31.5	31.5	31.5	з

Mapping

#### Personal Property

;				Units	м	an-Day	/s ˈ	2012	2012	2012
Function	C	ycle Unit	s	Per	P	er Cyc	e	Units	Days	Days
	2012	2013	2014	Day	2012	2013	2014	FWD	FWD	Req'd
Mail Declarations	68000	70000	72000	10000	7	7	7	0	0	6.8
Open Declarations	61200	63000	64800	2500	24	25	26	0	0	24.5
Scan Declarations	61200	63000	64800	4000	15	16	16	0	0	15.3
Process Declarations	61200	63000	64800	225	272	280	288	0	0	272
Supplemental Bills - Walk-In (hrs)	1200	1200	1200	8	150	150	150	0	0	150
Supplemental Bills - Phone (hrs)	1200	1200	1200	8	150	150	150	0	0	150
Waivers (hrs)	1200	1200	1200	8	150	150	150	0	0	150
Public Assistance - Walk-In (hrs)	1200	1200	1200	8	150	150	150	0	0	150
Public Assistance - Phone (hrs)	1200	1200	1200	8	150	150	150	0	0	150
Total					1069	1078	1087		0	1069

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#### Personal Property

:		;				2012			L								:	2013						
Function	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	De
Mail Declarations	6.8						_						7											
Open Declarations	12.2	12.2											12.6	12.6										
Scan Declarations	9.18	4.59	1.53										9.45	4.73	1.58									
Process Declarations	22.7	22.7	22.7	<b>22</b> .7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23.3	23
Supplemental Bills - Walk-In (hrs)	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12
Supplemental Bills - Phone (hrs)	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12
Waivers (hrs)	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12 <u>.</u> 5	12.5	12.5	12.5	12.5	12.5	12.5	12
Public Assistance - Walk-In (hrs)	12.5	12.5	12.5	12.5	12,5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12
Public Assistance - Phone (hrs)	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12
Total	113	102	86.7	85.2	85.2	85.2	85.2	85.2	85.2	85.2	85.2	85.2	115	103	87.4	85.8	85.8	85.8	<u>85</u> .8	85.8	85.8	85.8	85.8	8

:	;					;					_	:												,	
	Department						2012												2013						
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Real Estate	142	142	138	172	151	138	130	131	135	134	127	123	191	191	168	132	132	196	124	210	214	213	136	133
	Mapping	18	18	18	18	18	18	29	29	29	29	29	29	29	29	29	29	29	29	31	31	31	31	31	31
	Personal Property	113	102	87	85	85	85	85	85	85	85	85	85	115	103	87	86	86	86	86	86	86	86	86	86
	Administrative	30	30	30	30	30	30	30	_30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
	Total Man-Days	303	292	273	305	284	270	275	275	280	279	271	268	365	353	315	277	277	342	271	357	361	360	283	280
	FTEs Required	15	15	14	15	14	14	14	14	14	14	14	13	18	18	16	14	14	17	14	18	18	18	14	14

Averages	2012 2013
Total Man-Days	281 320
FTEs Required	14.1 16.0

#### Personnel

	Approved	Proposed	Tentative
Personnel	2011	2012	2013
Assessor	1	1	1
Chief Deputy	1	1	1
CAMA Program Manager	1	1	1
Chief Appraiser	1	1	1
Commercial Appraiser	2	2	2
Residential Appraiser	2	2	2
Appraiser Apprentice	2	2	2
Cartographer	2	2	2
GIS Intern	1	1	1
Pers. Prop. Clerks	4	4	4
Total	17	17	17

County Budget

		- <u> </u>			2011	2012
	County	County	State	State	2011 Budget +	Proposed
oun		Category	Description	Category	Revisions	Budget
51	State Reimburs-Assessment	Intergovernmental Revenue		Sources of Revenue	243,650	221,251
25	Reimb Special Projects	Charges for Services	Other	Sources of Revenue	0	0
0	Commissions	Charges for Services	Tax Collection Withholding	Sources of Revenue	845,700	869,300
0	Interest	Interest	Other	Sources of Revenue	600	300
	Int-Overnight	Interest	Other	Sources of Revenue	925	850
2	Int-Long Term Invest	Interest	Other	Sources of Revenue	6,470	6,405
1	Inc/Dec in FV of Investments	Interest	Other	Sources of Revenue	0	0
	Sales	Miscellaneous Revenue	Olher	Sources of Revenue	7,000	3,700
	Sale of County Fixed asset	Miscellaneous Revenue	Other	Sources of Revenue	0	0
	Contributions Dividends/Rebates	Miscellaneous Revenue Miscellaneous Revenue	Other	Sources of Revenue Sources of Revenue	. 0	0
0	Salaries & Wages	Personal Services	Other Selary	Sources of Revenue Salary	706,064	706,064
0		Personal Servicas			35,000	35,000
	Overtime Holiday	Personal Services	Benefits Benefits	Salary Salary	33,000	35,000
20	FICA	Personal Services	Benefits	Salary	56,691	56,691
	Health Insurance	Personal Services	Benefits	Salary	76,000	76,000
0 5	Disability insurance	Personal Services	Benefits	Salary	2,579	2,579
5	Life Insurance	Personal Services	Benefits	Salary	848	848
5	Dental Insurance	Personal Services	Benefits	Salary	5,696	5,696
D	Workers Comp	Personal Services	Benefits	Salary	26,480	26,480
0	401(A) Match Plan	Personal Services	Benefits	Salery	5,616	5,616
5	CERF-Employer Paid Contrib.	Personal Services	Benefits	Selery	1,430	1,700
ŏ	Postage	Materials & Supplies	Postage	Office Supplies/Expenses	58,000	58,000
ŏ	Subscriptions/Publications	Materials & Supplies	Appraisal Guides	Office Supplies/Expenses	4,500	4,500
ŏ	Office Supplies	Materials & Supplies	Office Supplies	Office Supplies/Expenses	3,100	3,100
	Printing	Materials & Supplies	Printing Costa	Office Supplies/Expenses	9,000	9,000
;	Computer Supplies	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	5.000	5,000
	Magnetic Media	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	0	0,000
	Computer Paper	Meterials & Supplies	Computer Supplies	Office Supplies/Expenses	õ	0
ı.	Printer Supplies	Materials & Supplies	Computer Supplies	Office Supplies/Expenses	3,600	3,600
)	Microfilm/Film	Materials & Supplies	Film/Film Processing	Office Supplies/Expenses	0	0
2	Mapping Supplies	Materials & Supplies	Mapping Supplies	Office Supplies/Expenses	3,500	7.000
כ	Other Supplies	Materials & Supplies	Other	Office Supplies/Expenses	700	700
	Minor Equipment & Tools	Materials & Supplies	Other	Office Supplies/Expenses	2,000	2,000
}	Dues	Dues Travel & Training	Schools/Meetings	Mileage and Training	2,800	2,800
0	Seminars/Conferen/Meeting	Dues Travel & Training	Schools/Meetings	Mileage and Training	4,285	4,285
0	Training/Schools	Dues Travel & Training	Schools/Meetings	Mileage and Training	8,190	8,190
)	Travel	Dues Travel & Training	Schools/Moetings	Mileage and Training	1,500	1,500
	Meals & Lodging-Training	Dues Trevel & Training	Schools/Meetings	Mileage and Training	4,000	4,000
0	Telephones	Utililies	Telephone	Office Supplies/Expenses	5,800	5,800
	Cellular Telephones	Utilities	Telephone	Office Supplies/Expenses	2,272	1,600
	Natural Gas	Utilities	noné	No Category	0	0
	Electricity	Utilities	none	No Calegory	0	0
	Water	Utilities	none	No Category	0	0
	Solid Waste	Utilities	none	No Category	0	0
	Motorfuel/Gasoline	Vehicle Expense	Mileage	Mileage and Training	5,500	5,500
	Motor Vehicle Title Exp	Vehicle Expense	Mileage	Mileage and Training	0	
	Vehicle Repairs	Vehicle Expense	none	No Category	3,650	3,650
	Tires	Vehicle Expanse		No Category		
	Local Mileage	Vehicle Expense	Mileage	Mileage and Training	1,750	1,750
	Parking Equip Service Contract	Vehicle Expense Equip & Bido Maintenance	Mileage Herdware Maintenance	Mileage and Training Equipment and Computer	2,090 9,551	2,090 8,814
					9,551 3.320	
	Equip Repairs/Maintenance Software Service Contract	Equip & Bidg Maintenance Contractual Services	Equipment Maintenance Software Maintenance	Equipment and Computer Equipment and Computer	3,320	3,320
	Software Service Contract Insurance and Bonds	Contractual Services Contractual Services	Software Maintenance	Equipment and Computer No Calegory	12,010	15,342 15,000
	Insurance and Bonds Outside Services	Contractual Services	Other Expenses	Other Costs	122,117	116,002
	Professional Services	Contractual Services	Appraisal Contracts	Other Costs	122,117 221,845	100,000
	Legel Services	Contractual Services	Other Expenses	Other Costs	8,000	8,000
	Leger Services Building Rent		None Expenses	No Category	48,838	40,483
	Equip Leases & Meter Chrg		Other Expenses	Other Costs	40,000	40,403
	interest Expense		none	No Category	. 0	ŏ
	Advertising	Other	Other	Office Supplies/Expenses	Ö	· ŏ
	Public Notices	Other	Other	Office Supplies/Expenses	3,200	3,200
	Emergency	Other	Other Expenses	Other Costs	5,000	5,000
	Contingency			Other Costs	- J,000	0,000
	Office Equipment			Equipment and Computer	נ ו	0
	Furniture and Fixtures			Equipment and Computer	ő	. 0
	Machinery & Equipment			Equipment and Computer		o
	Computer Hardware		Hardware Purchases	Equipment and Computer	7,660	o,
	Computer Software		Software Purchases	Equipment and Computer	809	0
	Auto/Trucks		Equipment Purchases	Equipment and Computer	009	ő
	Reploment Office Equip		Equipment Purchases	Equipment and Computer	õ	0
	Reploment Furn & Fixtures		Equipment Purcheses	Equipment and Computer	1,600	0
	Replament Computer Howr		Hardware Purchases	Equipment and Computer	7,000	0
	Reploment Computer Software		Software Purchases	Equipment and Computer	390	D
	Reploment Auto/Trucks	Fixed Asset Additions	Equipment Purchases	Equipment and Computer	390	0
÷		- mas Assor Additions	Advibuter Carolingang	equipment and computer		—— <u> </u>
÷,	Totel Expense	•			1,513,781 1	365 000
	Total Revenue	·		-	1,104,345 1	
-						,
				•		

### State Budget Totals

2011	Equipment and Computer	Training	No Category	Office Supplies/Exp enses	Other Costs	Salary	Sources o Revenue
Appraisal Contracts	Comparel				221,845		
Appraisal Guides				4,500			
Benefits				-		210,340	
Computer Supplies				8.600		;	<u> </u>
Equipment Maintenance	3,320		·	11 ·			
Equipment Purchases	1,600						
Film/Film Processing			i	0			
Hardware Maintenance	9,551						
Hardware Purchases	14,660		· · · · ·				
Mapping Supplies				3,500		_	
Mileage		9,340					
none			67,288				
Office Supplies				3,100	1		
Other	·			5,900			14,995
Other Expenses		i	· · · · · · · · · · · · · · · · · · ·		135,117		· · ·
Postage	· ·			58,000			
Printing Costs				9,000		-	<u> </u>
Salary					···	706,064	
Schools/Meetings		20,775					
Software Maintenance	12,010			· · · · ·			
Software Purchases	1,199			<u> </u>			
State Reimbursement							243,650
Tax Collection Withholding							845,700
Telephone				8,072	·· ····		
Grand Total	42,340	30,115	67,288	100,672	356,962	916,404	1,104,345
	14,010		0,,200				
2012		Mileage and Training	No Category		Other Costs	Salary	
2012	and		No Category	Office Supplies/Exp enses	Other Costs	Salary	
			No Category	Supplies/Exp	Other Costs	Salary	
Appraisal Contracts	and		No Category	Supplies/Exp			
	and		No Category	Supplies/Exp enses 4,500		Salary 210,610	
Appraisal Contracts Appraisal Guides Benefits	and		No Category	Supplies/Exp enses			Sources o Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies	and Computer		No Category	Supplies/Exp enses 4,500			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance	and		No Category	Supplies/Exp enses 4,500			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies	and Computer 		No Category	Supplies/Exp enses 4,500			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing	and Computer 		No Category	Supplies/Exp enses 4,500 8,600			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance	and Computer 3,320 0 8,814		No Category	Supplies/Exp enses 4,500 8,600			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases	and Computer  3,320 0		No Category	Supplies/Exp enses 4,500 8,600			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies	and Computer 3,320 0 8,814		No Category	Supplies/Exp enses 4,500 8,600 0			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none	and Computer 3,320 0 8,814	Training	No Category	Supplies/Exp enses 4,500 8,600 0			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none	and Computer 3,320 0 8,814	Training		Supplies/Exp enses 4,500 8,600 0			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none Office Supplies	and Computer 3,320 0 8,814			Supplies/Exp enses 4,500 8,600 0 7,000 3,100			
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none Office Supplies Other	and Computer 3,320 0 8,814			Supplies/Exp enses 4,500 8,600 0 			Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none Office Supplies Other Other Other Expenses	and Computer 3,320 0 8,814			Supplies/Exp enses 4,500 8,600 0 7,000 3,100			Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none Office Supplies Other Other Expenses Postage	and Computer 3,320 0 8,814			Supplies/Exp enses 4,500 8,600 0 7,000 3,100 5,900			Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none Office Supplies Other Other Expenses Postage Printing Costs	and Computer 3,320 0 8,814			Supplies/Exp enses 4,500 0 7,000 3,100 5,900 58,000			Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none Office Supplies Office Supplies Ofther Expenses Postage Printing Costs Salary	and Computer 3,320 0 8,814	Training		Supplies/Exp enses 4,500 0 7,000 3,100 5,900 58,000		210,610	Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none Office Supplies Other Other Expenses Postage Printing Costs Salary Schools/Meetings -	and Computer 3,320 0 8,814 0			Supplies/Exp enses 4,500 0 7,000 3,100 5,900 58,000		210,610	Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none Office Supplies Other Other Expenses Postage Printing Costs Salary Schools/Meetings - Software Maintenance	and Computer 3,320 0 8,814 0	Training		Supplies/Exp enses 4,500 0 7,000 3,100 5,900 58,000		210,610	Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mapping Supplies Mileage none Office Supplies Other Expenses Postage Printing Costs Salary Schools/Meetings - Software Maintenance Software Purchases	and Computer 3,320 0 8,814 0	Training		Supplies/Exp enses 4,500 0 7,000 3,100 5,900 58,000		210,610	Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mileage none Office Supplies Office Supplies Software Maintenance Software Purchases State Reimbursement	and Computer 3,320 0 8,814 0	Training		Supplies/Exp enses 4,500 0 7,000 3,100 5,900 58,000		210,610	Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Maintenance Hardware Purchases Mileage none Office Supplies Office Supplies Other Other Expenses Postage Printing Costs Salary Schools/Meetings - Software Maintenance Software Purchases State Reimbursement Tax Collection Withholding	and Computer 3,320 0 8,814 0	Training		Supplies/Exp enses 4,500 8,600 0 7,000 3,100 5,900 58,000 9,000		210,610	Revenue
Appraisal Contracts Appraisal Guides Benefits Computer Supplies Equipment Maintenance Equipment Purchases Film/Film Processing Hardware Maintenance Hardware Purchases Mileage none Office Supplies Office Supplies Software Maintenance Software Purchases State Reimbursement	and Computer 3,320 0 8,814 0	Training		Supplies/Exp enses 4,500 0 7,000 3,100 5,900 58,000		210,610	Revenue

Budget Plan	

Category	Approved	Proposed	Tentative	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
	2011	2012	2013	2012	2012	2012	2012	2013	2013	2013	2013
Salary Expenditures	706.064	706.064	740.005	470 540	176,516	176,516	470 540	179,164	179,164	179,164	179,164
Total Salary		• •	716,655	176,516 52.653	52,653	52,653	176,516 52,653	53,443	53,443		
Benefits	210,340	210,610	213,770							53,443	53,443
Salary Subtotal	916,404	916,674	930,425	229,169	229,169	229,169	229,169	232,606	232,606	232,606	232,606
Office Supplies and Expenses		:		1							
Appraisal Guides	4,500	4,500	4,500	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125
Assessment Lists			0								
Computer Supplies	8,600	8,600	8,600	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150
Film/Processing	0	0	0	0	0	0	0	0	0	0	0
Mapping Supplies	3,500	7,000	7,000	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
Office Supplies	3,100	3,100	3,100	775	775	775	775	775	775	775	775
Photocopying Supplies			0								
Printing Costs	9,000	9,000	9,000	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
Stationery			0								
Other	5,900	5,900	5,900	1,475	1,475	1,475	1,475	1,475	1,475	1,475	1,475
Postage	58,000	58,000	65,000	14,500	14,500	14,500	14,500	16,250	16,250	16,250	16,250
Telephone	8,072	7,400	7,400	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850
Office Expenses and Supplies Subtotal	100,672	103,500	110,500	25,875	25,875	25,875	25,875	27,625	27,625	27,625	27,625
Vileage and Training											
Schools/Meetings	20,775	20,775	20,775	5,194	5,194	5,194	5,194	5,194	5,194	5,194	5,194
Vileage	9,340	9,340	9,340	2,335	2,335	2,335	2,335	2,335	2,335	2,335	2,335
Mileage and Training Subtotal	30,115	30,115	30,115	7,529	7,529	7,529	7,529	7.529	7,529	7,529	7,529
villeage and Training Cubicital	00,110	00,110	50,110	7,020	7,020	1,020	1,020	1,020	7,020	1,020	,010
Equipment and Computer											
Equipment Purchases	1,600	0	0	0	0	0	. 0	. 0	-	0	C
Equipment Maintenance	3,320	3,320	3,320	830	830	830	830	830	830	830	830
Hardware Purchases	14,660	0	0	0	0	0	0	0	0	0	C
Software Purchases	1,199	. 0	0	0	0	0	0	0	-	0	C
Hardware Maintenance	9,551	8,814	8,814		2,204	2,204	2,204			2,204	2,204
Software Maintenance	12,010	15,342	15,342	3,836	3,836	3,836	3,836	3,836		3,836	3,836
Equipment and Computer Subtotal	42,340	27,476	27,476	6,869	6,869	6,869	6,869	6,869	6,869	6,869	6,869
Other Costs						-					
Appraisal Contracts	343,962	216,002	216,002	54,001	54,001	54,001	54,001	54,001	54,001	54,001	54,001
Map Maintenance Contract						•					
Aerial Photography Contract					• •			ľ.	50,000		100,000
Other Expenses	13,000	13,000	13,000	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250
Other Costs Subtotal	356,962	229,002	229,002	57,251	57,251	57,251	57,251	57,251	107,251	57,251	157,251
a company a second a		· ••••			· · · ·		· · · · · ·			•••	

Buc	lget	Plan
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Category	Approved	Proposed	Tentative	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
	2011	2012	2013	2012	2012	2012	2012	2013	2013	2013	2013
Expenditure Summary											
Salary	916,404	916,674	930,425	229,169	229,169	229,169	229,169	232,606	232,606	232,606	232,606
Office Supplies	100,672	103,500	110,500	25,875	25,875	25,875	25,875	27,625	27,625	27,625	27,625
Equipment and Computers	42,340	27,476	27,476	6,869	6,869	6,869	6,869	6,869	6,869	6,869	6,869
Mileage and Training	30,115	30,115	30,115	7,529	7,529	7,529	7,529	7,529	7,529	7,529	7,529
Other Costs	356,962	229,0 <u>02</u>	229,002	57,251	57,251	57,251	<u>57,2</u> 51	57,251	57,251	57,251	57,251
Total Cost	1,446,493	1,306,767	1,327,518	326,692	326,692	326,692	326,692	331,880	331,880	331,880	331,880
Sources of Revenue					·	•					
County General Revenue											_
Tax Collection Withholding	845,700	869,300	869,300	217,325	217,325	217,325	217,325	217,325	217,325	217,325	217,325
State Reimbursement	243,650	221,251	221,251	55,313	55,313	55,313	55,313	55,313	55,313	55,313	55,313
Other	14,995	11,255	11,255	2,814	2,814	2,814	2,814	2,814	2,814	2,814	2,814
Total Revenue	1,104,345	1,101,806	1,101,806	275,452	275,452	275,452	275,452	275,452	275,452	275,452	275,452
Net	-342,148	-204,961	-225,712	-51,240	-51,240	-51,240	-51,240	-56,428	-56,428	-56,428	-56,428

#### SIGN-OFF PAGE

Enclosed herewith is the 2010-11 Assessment Maintenance Plan for Boone County, Missouri, submitted in accordance with Sections 137.115.i (1) and 137.720 RSMo 1986, Supp 1990.

The parties to this plan, the County Assessor, the County Commission, and the State Tax Commission, agree to its specific terms as well as these general obligations:

The Assessor will assess all taxable property in the county uniformly and at the statutorily required percentage of market value for the respective property. The actions of the assessor and staff will comply with the requirements found in Article X, Section 3 of the state constitution, Chapters 53, 137, 138 and any other pertinent chapter of the Revised Statutes of Missouri.

The County will provide office facilities and the budgetary support, as set out in this agreement, to allow the Assessor and staff to carry out the terms of this agreement and the duties of the Assessor's Office.

The State Tax Commission will provide technical assistance, including regular visits by the field representative, educational training, guidelines and other resources to aid the Assessor in the execution of this plan. Further, in consideration for the Assessor supplying assessment services in compliance with the terms and obligations of this plan, the state will provide cost-share reimbursement funds to the extent specified in 137.750, RSMo.

Accordingly, it is hereby affirmed that an Assessment Fund has been established, and that the general revenue funds required of this plan will be deposited in the Assessment Fund.

The undersigned approve of this plan as submitted.

Tom Schauwecker Assessor

Dan Atwill

Presiding Commissioner

· • •

Karen M. Miller District I Commissioner

Skip Elkin

District II Commissioner

18 -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI County of Boone	January Session of the January Adjourned	<b>Term. 20</b> 12
In the County Commission of said of	county, on the 19 <sup>th</sup> day of Januar	ry <b>20</b> 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Union Electric Company d/b/a Ameren Missouri and Boone County, Missouri for utility relocation. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 19<sup>th</sup> day of January, 2012.

ATTEST:

<u>Uledy</u> S. Non\_ce\_ Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner Auch Muller Karen M. Miller

Kar¢n M. Miller District I Commissioner

Absent Skip Elkin District II Commissioner

## UTILITY AGREEMENT – ACTUAL COST

THIS AGREEMENT is entered into by Boone County, Missouri (hereinafter, "County") and Union Electric Company d/b/a Ameren Missouri (hereinafter, "Company").

### WITNESSETH:

WHEREAS, the "County" desires to replace/rehabilitate a certain roadway more specifically described as **Rolling Hills Road Improvements Phases 1B and 2 from New Haven Road to State Route WW**, in the vicinity of <u>Columbia, Missouri</u>. Said improvement is to be designed and constructed in compliance with Boone County, Missouri standards.

WHEREAS, in order to improve said roadway in accordance with said plans, it will be necessary to adjust certain facilities now located on private easement of the "Company" in order to maintain the present services of said "Company", such changes being generally shown as proposed utility locations marked Exhibit "A", and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) <u>RELEASE</u>: The "Company" grants to the "County" such right, title and interest which the "Company" may have in and to the right of way of said roadway, as specifically described in a separate, private utility easement.

(2) <u>RELOCATION CORRIDOR</u>: The "County" has acquired a permanent utility easement for utilities to relocate to. Each utility has been assigned a proposed location within the utility easement as delineated in Exhibit "A". The "Company" agrees to the assigned location and will make every effort to stay within the assigned location.

COMMENCEMENT AND COMPLETION OF WORK: After approval of the (3)detail plan and estimate of cost and upon notification by the "County", the "Company" will commence, without unnecessary delay, to make changes to its facilities. The "Company" will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. The "Company" agrees to provide a written estimated time schedule of its planned work and a written notification to the "County's" engineer at least five (5) days prior to beginning the work. The submitted schedule shall show completion before or by January 1, 2012. If the "Company" falls behind in its work schedule, it shall submit a revised work schedule to the "County's" engineer. The "Company" will make every effort to get back on schedule and complete its work. The "Company" has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor. The contractor has a contractual requirement to cooperate and coordinate its activity with

the "Company" and other utility companies on this project.

(4) <u>AUDIT OF RECORDS</u>: The "Company" shall develop the adjustment cost of the work by using the actual and related indirect cost accumulated in accordance with an established accounting procedure used by the "Company" in its regular operations and shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and other necessary costs involved in making such changes. The "County" engineer in charge of said project, or any authorized agent of the "County", shall have access during normal business hours to such "Company" records. These records must be available during the contract period and any extension, and for three (3) years from the date of final payment at no charge.

(5) <u>SUBCONTRACT</u>: The "Company" intends to perform this work with its own forces, but if it becomes necessary to contract any of the work of adjusting its facilities, it shall notify the "County" that it is not adequately staffed or equipped to perform the work and shall perform part or all of the work by contract. Furthermore, if the "Company" solicits bids for the work, the "Company" is to furnish to the "County" a copy of the accepted Bid Proposal/Bid Form prior to any contract work being performed.

(6) <u>CHANGE ORDER</u>: If any substantial change is made in the original plan and extent of the work, the "Company" agrees that reimbursement shall be limited to costs covered by a supplemental agreement or change order prepared by the "County" engineer and having approval of the "County" PRIOR to the performance of the work.

(7) <u>BACKFILL</u>: The "Company" agrees to compact backfill of all excavation within the roadway right of way and utility easement limits in accordance with the Project Specifications and/or Chapter II of the Boone County, Missouri Roadway Regulations, or as approved by the "County's" engineer.

(8) <u>CONDITION OF RIGHT OF WAY AND UTILITY EASEMENT</u>: The "Company" shall preserve or restore all existing erosion control measures present and supplement as necessary to prevent sediment from leaving the construction site. Upon completion of the work provided in this Agreement, the "Company" shall remove all leftover materials and debris resulting from the work and leave the right of way and utility easement in a neat, workmanlike condition, free of holes, mounds of dirt, or other objectionable material. All disturbed areas shall be prepared, fertilized, permanently seeded and mulched in accordance with Chapter II of the Boone County, Missouri Roadway Regulations.

(9) <u>SAFETY DEVICES</u>: At all times when work is being performed by the "Company" under such conditions as will affect traffic on the public streets or roadways, "Company" will display warning signs, barricades, flags, lights and/or flares as circumstances may require and shall employ and use a flagger when required for safety of the traveling public, all in accordance with the standards set forth in the "Manual on Uniform Traffic Control Devices" (MUTCD).

-2-

(10) <u>COST</u>: The total cost of the utility work required for the roadway project is estimated to be \$188,606.90. (See estimate of cost attached as Exhibit "B").

The "County's" obligation toward the cost of the utility work under this Agreement shall not exceed the sum of \$188,606.90 absent a supplement agreement or approved change order document properly executed by "County."

Payment shall be made by "County" to "Company" within thirty (30) days of receipt of a final invoice from "Company" after the work contemplated herein has been completed in accordance with the terms of any permits issued by "County."

(11) <u>PERMIT REQUIREMENT</u>: The "Company" shall obtain a permit from the Boone County Resource Management Department should any of the intended work be located on a "County" right of way prior to adjusting or relocating its property from, within, or onto the "County's" right of way. The permit shall be signed by an authorized "County" representative.

(12) <u>"COUNTY" REPRESENTATIVE</u>: The "County's" engineer is designated as the "County's" representative for the purpose of administering the provisions of this Agreement.

(13) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the state of Missouri. The "Company" shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(14) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

(15) <u>FINAL INVOICE SUBMITTAL</u>: After completion of the utility work, the "Company" agrees to submit a final invoice for the cost of the work to the "County" within sixty (60) days or as mutually agreed to by the "County's" engineer or his/her representative. The final invoice shall be in as much detail as possible to verify the cost of the completed work. It should follow the format of the original cost estimate (Exhibit "B") when possible to promote faster processing by the "County". The "County's" engineer will process the final invoice as soon as possible after receipt. The final invoice shall not be greater than the "County's" estimated obligation provided in paragraph (10) without a Change Order approved in accordance with Paragraph (6) prior to the final invoice. If the final invoice is less than the "County's" estimated obligation the "County" will prepare a Change Order to reduce the "County's" estimated obligation to match the final invoice amount.

(16) <u>ASSIGNMENT</u>: The "Company" shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the "County".

-3-

(17) COOPERATION: When the "Company" relocation work is being done concurrent with the "County's" roadway contractor operation, the "Company" agrees to cooperate and coordinate its work to minimize disturbance to the roadway contractor or other utility companies working on the project.

(18) ROADWAY IMPROVEMENT INFORMATION: The "County" agrees to furnish the "Company" all necessary information on the roadway improvement in order to properly carry out the utility relocation. Known hazardous waste sites will be identified on the right of way.

(19) WORK CANCELED: If the "County" instructs the "Company" not to proceed with the work, the "County" shall reimburse the "Company" for the "County's" percentage share of the "Company" costs incurred prior to the date the work is canceled. The "Company" shall promptly return to the "County" any funds in excess of those actually incurred prior to the date the work is canceled.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the "Company" this \_\_\_\_\_ day of \_\_\_\_\_, 20 . Executed by the "County" this <u>19th</u> day of <u>January</u>, 20<u>12</u>.

"COMPANY"

Union Electric Company <u>d/b/a Ameren Missouri</u>

By:

Authorized Representative (Signature)

Dennis W. Weisenborn Authorized Representative (Print or Type)

Vice President Title:

ATTEST:

Allaters

"COUNTY"

**Boone County, Missouri** 

By: Daniel K. Atwill.

Presiding Commissioner

ATTEST:

Wendy Noren, County Clerk

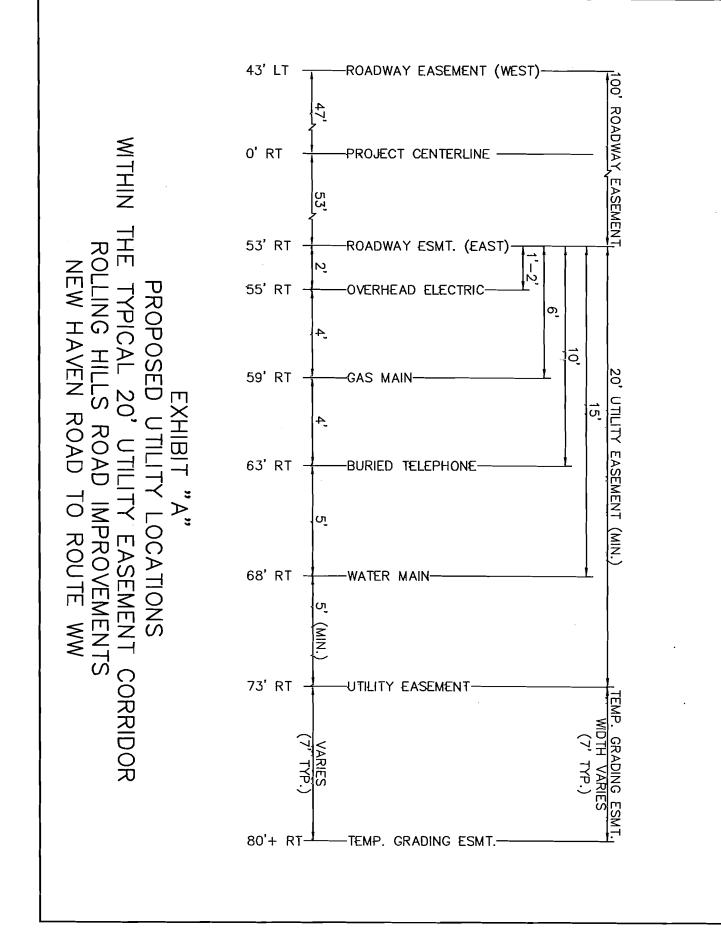
Approved as to legal Form: Dem CJ Dykhouse, County Counselor

## Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

fine 8 1/11/12 2045-71100 204 Audito 79

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# EXHIBIT "B"

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Estimate of Cost

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ESTIMATE

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## Union Electric Company d/b/a Ameren Missouri RELOCATION OF FACILITIES AT REQUEST OF GOVERNMENT AGENCIES

BILL TO:BOONE COUNTY PUBLIC WORKSPROJECT NO:RH-06-503

DESCRIPTION OF WORK: RELOCATE GAS FACILITIES ALONG ROLLING HILLS RD TO ALLOW BOONE COUNTY PUBLIC WORKS TO CONSTRUCT NEW FOUR LANE RD

AMEREN WORK REQUEST: 2DLD068243 AMEREN WORK ORDER: 27518

**RELOCATION PROJECT TO BE FINAL BILLED:** 

### X AS ESTIMATED or AT ACTUAL

		AMOUNT
1. COST OF INSTALLED MATERIALS (SCH	\$14,889.00	
2. AMEREN LABOR TO INSTALL AND/OR R	\$142,947.00	
3. OTHER JOB RELATED COSTS (SCHEDU	ILE C)	\$6,170.00
4. INDIRECT OVERHEAD CHARGES (SCHE	DULE D)	\$24,600.90
TOTAL ESTIM	IATED COSTS	\$188,606.90
LESS 0.0%	NON-REIMBURSABLE	\$0.00
TOTAL ESTIM	IATED REIMB. COSTS	\$188,606.90
DATE: 10/25/2011	BRUCE DARR	573-876-3030
APP	ROVED BY PROJECT MANAGER	PHONE
	KISHA MATHIS	

PREPARED BY ACCOUNTANT

	ULE A - MATERIAL		
AMEREN			
<u>DESCRIPTION</u> PIPE-PE2406YL, 2" IPSX PIPE-PE, 4" ISPX40' LON PIPE-PE, 8" ISPX40' LON VALVE-BALL, 4", PE, BUTT/S VALVE-BALL, 8", PE, BUTT/S	<u>STOCK NO.</u> 32-05-001 32-05-008 32-05-018 39-10-383 39-10-722	<u>QUANTITY</u> 100 180 1,600 1 2	<u>AMOUNT</u> \$61.0 \$400.0 \$10,080.0 \$257.0 \$1,620.0
VALVE-BALL, 8", PE, BUTT/S	39-10-722	2	\$1,620.0
TOTAL AMEREN MATERIAL INSTAI ESTIMATED MINOR MATERIAL		-	\$12,418 <i>.</i> \$1,242.
ESTIMATED PURCHASING AND ST		9.00% _	\$13,660. <u>\$1,229</u> .
TOTAL COST OF AMEREN INSTAL	LED MATERIAL		\$14,889.

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VENDO	SCHEDULE A-2 - MA DR PURCHASED MATE		ED	
DESCRIPTION NO VENDOR PURCHASED N		<u>QTY</u>	<u>UOM</u>	<u>AMOUNT</u>
		·		
TOTAL VENDOR PURCHASE	ED MATERIAL INSTALL	ED	-	\$0

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l	SCHEDULE A-3 - SCRAP	······································	
	SCRAP VALUE FOR MATERIAL REMOV		
	**BASED ON CURRENT SCRAP VALUES		
DESCRIPTION NO WIRE REMOVALS	STOCK NO. FEET	PRICE <u>PER</u>	CREDIT <u>AMOUNT</u>
TOTAL SCRAP VALUE			\$0.00
	SCHEDULE A-4 - POLE DISPOSAL	<u> </u>	. <u></u>
	COST TO DISPOSE OF POLES REMOVI	ED	و ورو و و و و و و و و و و
		PRICE	
DESCRIPTION NO POLE REMOVALS	STOCK NO. QTY LBS	PER	<u>AMOUNT</u>
1			
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## SCHEDULE B - AMEREN LABOR

# UEC-GAS

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# TOTAL COST OF AMEREN LABOR

\$142,947.00

SCHEDULE C - OTHER	
Real Estate Fees- ROW, Easements, Etc.	\$0.00
Tree Trimming	\$0.00
Specialized Equipment Rental	\$0.00
Outside Contractor	\$6,170.00
Waste Removal	\$0.00
OTHER	\$0.00
TOTAL OTHER CHARGES	\$6,170.00

## SCHEDULE D - INDIRECT OVERHEAD CHARGES

Indirect Overheads - charges for overheads outside the reporting center itself, including legal support, clerical support, purchasing and billing activities, asset management activities, drafting support, and etc.

Total charges from Schd A-E	\$164,006.00
Indirect overhead billable percentage	15%
TOTAL OVERHEADS CHARGES	\$24,600.90

**i9** -2012

# **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI	January S	Session of the Januar	y Adjourne	d	Term. 20	12
County of Boone	<b>J</b> <sup>ca.</sup>					
In the County Commission	of said county, on the	19 <sup>th</sup>	day of	January	20	12

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

Now on this day the County Commission of the County of Boone does hereby approve the appointment of Glenda Castrop to the Senior Citizen Services Corporation effective 1/19/2012 and expiring on 1/19/2015.

Done this 19<sup>th</sup> day of January, 2012.

Daniel K. Atwill

Presiding Commissioner

hillos ari Karen M. Miller

District I Commissioner

Absent Skip Elkin District II Commissioner

ATTEST:

<u>Merchy S. Nam cc</u> Wendy S. Noren

Clerk of the County Commission

Dan Atwill, Presiding Commissioner Karen M. Miller, District I Commissioner Skip Elkin, District II Commissioner Boone County Government Center 801 E. Walnut, Room 333 Columbia, MO 65201 573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

**Boone County Commission** 

		<u> </u>
BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM		A A A A A A A A A A A A A A A A A A A
Board or Commission: Senior Citizen Services Corporation	Term:	1/9/2012
Current Township: Columbia - Rocky FOIH Todays's Date:	1/9/20	)12
Name: Glenda Castrop		
Home Address: 9150 Owen School Road HALLS UILE, MU Zip Code:	65255	· · · · · · · · · · · · · · · · · · ·
Business Address: Retired. Zip Code:		
Home Phone:         573-696-2568         Work Phone:           Fax:         573-696-381         E-mail: gfcastrop@aol.com		
Qualifications: IS CURRENTLY SERVING ON the BOARD ON the board for the LAST 4 terms. ICAN With all parties. I have gained the respect CM PLOYEES THAT IS LEFT THAT ICHOW AND THEY K KNOW the WORKINGS + Requirements of the Dusin Past Community Service: Experence on the BOARD. The Historial Society. BOARD Member OF A Cemetery Also Board Member of Ellis p References: Dr. Jerry Bruggeman	Vess.	ME Well ME I Ausvine Staints
	<u> </u>	

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office

Boone County Government Center 801 East Walnut, Room 333 Columbia, MO 65201 Fax: 573-886-4311