

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

May Session of the May Adjourned Term. 20 01

In the County Commission of said county, on the 17th day of May 20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid 18-24APR01 as follows:

FOR	TO
Furnish and Install Fencing	Designer Fence Company

Said bid is awarded per the attached recommendation of the Purchasing Department. It is further ordered that the Presiding Commissioner be hereby authorized to sign the agreements.

Done this 17th day of May, 2001.

ATTEST:

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

Don Stamper
Don Stamper
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 18-24APR01- Furnish and Install Fencing
DATE: May 9, 2001

The department and I have reviewed the bids received and am recommending award to Designer Fence Co. as having the presented the lowest and best bid received. The total contract value is \$10,153.00 to be paid from organization 2040 account 71100.

The bid tabulation is attached for your review.

Bid Award: \$10,53.00
Avg Bid: \$19,443.86
Savings: \$9,290.86

BID TABULATION
18-24APR01-FURNISH AND INSTALL FENCING

		James Fencing	Design Fence Co	Central Missouri Fencing	Epple Construction	Aplex, Inc
4.7.	BID RESPONSE					
4.7.1.	Gary Hudson Property	\$10,444.50	\$6,088.00	\$7,079.00	\$18,100.00	\$15,570.00
4.7.2.	Jim Starr Property	\$8,190.00	\$4,065.00	\$5,733.00	\$10,800.00	\$11,150.00
4.7.3.	TOTAL	\$18,634.30	\$10,153.00	\$12,812.00	\$28,900.00	\$26,720.00
4.7.4.	Cost for linear ft. for Addl fence	\$4.50 per ft.	No Bid	\$3.75 per ft.	\$6.00 per ft.	WW \$5.80/ Barbed Wire \$5.00
4.7.5.	References	Emery Sapp & Sons	Clark Perry Packer	Shelter Insurance	Shakespear Pizza	Cole County PW
		Boone Electric	Sandy Cunningham	Harrisburg High School	First National Bank	Jefferson City PW
		ABC Chance	Boone County PW	Jeff Bloss	University of MO	Columbia PW
4.7.6.	Days to begin work after receipt of Notice	30	15	7 to 14	1	10
4.7.7.	Days work will be completed after Notice	30	15	30	40	45
	Addendum One	Yes	Yes	No	Yes	Yes

No Bids:

Simon Steel , Columbia

Huebert Builders, Columbia

5/9/01

DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Purch

7505
VENDOR NO.

Bid Documentation
(Check One)

RECEIVED

MAY 10 2001

Vendor Name: Designer Fence Co.

Address: _____

City, State, Zip: _____

Bill To Dept. No. 2040- Public Works

Ship To Dept. No. 2040 Public Works

Sole Source: _____

Oral Bids (attached): _____

Written Bids (attached): _____

Bid or Co. Order Number: 18-24APR01

Not Required: _____

Department				Account				Item Description (or managerial code)	Qty	Unit Price	Amount
2	0	4	0	7	1	1	0 0	Fence Hudson Property	1	1	6088.00
2	0	4	0	7	1	1	0 0	Fence Starr Property	1	1	4065.00
								Total			\$10,153.00
								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.			

I certify that the goods, services or charges above specified are necessary for the use of this department, and are solely for the benefit of the county.

Requesting Official

NA

County Commission Approval

se

Auditor Approval

CONTRACT AGREEMENT FORM

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and **Designer Fence Co.**, (hereinafter referred to as the Contractor).

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

The Contractor at his/her own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal contractors bid response as follows:

BID #18-24APR01 – Furnish and Install Fencing

and agrees to perform all the work required by the Contract as shown in the specifications.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing

1. Introduction & General Conditions of Bidding,
2. Primary Specifications,
3. Rcsponse Content,
4. Response Form,
6. Prevailing Wage
7. Insurance Requirements,
8. Standard Terms and Conditions, and
9. any applicable Addenda.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

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

The Owner agrees to pay the Contractor in the amount of

Ten Thousand One Hundred Fifty-Three Dollars and 00/100 (\$10,153.00)

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

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.
(Date)

CONTRACTOR:

OWNER:
COUNTY, MISSOURI

By: _____
Authorized Representative

By: Don Stamper
Don Stamper, Presiding Commissioner

By: _____
Signature Title

ATTEST:

Wendy S. Noren BW
Wendy Noren, County Clerk

Approved as to Legal Form:

John Patton
John Patton, Boone County Counselor

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) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Jane C. Pitchford
Signature *by se*

5/14/2001
Date

2040-71100 - 10,153.00
Appropriation Account

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

County of Boone

} ea.

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the

17th

day of May

20 01

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

Now on this day the County Commission of the County of Boone does hereby approve a request for a conditional use permit for Faye C. Nowell for a Dog Boarding Kennel and day-care for dogs, located at 5550 W. Gillespie Bridge Rd., Columbia with the following conditions:

- That there never be more than ten client dogs.
- The rights are non-transferable.
- Hours are Monday- Friday 7:00am to 7:00pm.
- No breeding animals on the property.
- That the applicant complies with the business plan submitted with the application.
- Weekends by appointment only.

It is further ordered that the Presiding Commissioner be hereby authorized to sign the Conditional Use Permit.

Done this 17th day of May, 2001.

ATTEST:

Wendy S. Noren *W*

Wendy S. Noren
Clerk of the County Commission

Don Stamer

Don Stamer
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

absent

Skip Elkin
District II Commissioner

**CONDITIONAL USE PERMIT
BOONE COUNTY, MISSOURI**

PROPERTY OWNER: Faye C. Nowell

ADDRESS: 5550 W. Gillespie Bridge Rd., Columbia 65203

LEGAL DESCRIPTION: SW 1/4 , Sec. 20-Twp. 48N-R13W.

ZONING: A-2 (Agriculture)

DATE APPROVED: May 1, 2001 REVIEW DATE: N/A

CONDITIONAL USE: Dog Boarding Kennel and day-care for dogs.

CONDITIONS OF APPROVAL:

1. That there never be more than ten client dogs.
2. The rights are non-transferable.
3. Hours are Monday – Friday 7:00 a.m. to 7:00 p.m.
4. No breeding animals on the property.
5. That the applicant complies with the business plan submitted with the application.
6. Weekends by appointment only.

VOID DATE: Permit void if not used by May 1, 2002

EXPIRATION DATE: N/A

ORDER OF APPROVAL

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

ATTEST:

Wendy S. Nore *WS*
County Clerk

BOONE COUNTY, MISSOURI
BOONE COUNTY COMMISSION

by *Wm Stamps*
Presiding Commissioner

APPROVED:

[Signature]
Director, Boone County Planning and Building Inspection

Dated: 5-17-01

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Subject to the conditions of approval, the Boone County Commission finds and concludes in issuance of this permit that:

1. The establishment, maintenance, operation and use of the conditional use permit issued hereunder will not be detrimental to or endanger the public health, safety, comfort or general welfare, and
2. The conditional use permit issued hereunder will not be injurious to the use and enjoyment of other property in the immediate vicinity of the property which is the subject matter of this permit with respect to the purposes already permitted by these regulations, and
3. The conditional use permit and authorized uses thereunder will not substantially diminish or impair property values of existing properties in the neighborhood surrounding the property which is the subject matter of this permit, and
4. All necessary public facilities for use of the land subject to this permit are or will be available if the conditions for issuance are satisfied, and
5. The conditional use permit issued hereunder and the authorized uses under such permit will not impede the normal or orderly development or improvement of surrounding property for the uses permitted within the zoning district, and
6. The grant of this conditional use permit will not hinder the flow of traffic or result in traffic congestion on the public roads and that adequate access points to the subject property from public streets are available, and
7. The uses authorized by this conditional use permit are otherwise in conformity with the regulations pertaining to the zoning districts in which the uses are located and that there is a public necessity for the issuance of the conditional use permit hereunder.

The Commission, by authorizing issuance of the conditional use permit hereunder, further concludes as a matter of law that issuance of the permit is proper under the zoning regulations of Boone County in effect at the time of issuance and the general statutes and laws of this state.

Additional Findings:

The County Commission further finds as fact in support of issuance of this conditional use permit the following to be true:

-
-
- This facility can be operated in a manner that noise and odor can be controlled.
 - That this facility will generate minimal increase in traffic.
 - That use of this facility will not impair the use and enjoyment of surrounding properties.
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(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the

17th

day of May

20 01

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers for additional training for Kiwanis Certified Instructors, sponsored by the Boonslick Kiwanis Club on June 2, 2001 from 10am-2pm.

Done this 17th day of May, 2001.

ATTEST:

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

Don Stamer
Don Stamer
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

absent
Skip Elkin
District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Linda Vogt, District II Commissioner



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

Comm. agenda

Boone County Commission

RECEIVED

MAY 14 2001

Boone County Government Special Event Reservation Form

Boone County Commission

10:00 AM - 2:00 PM

Today's Date May 11 Date of Event June 2 Date Approved _____

Organization Boonslick Kiwanis Club

Contact Elda Kurzejeski

Telephone # 445-4633

Substitute Joe Kurzejeski

Telephone # _____

Type of Event

DISCUSSION	<u>X</u>	FORUM	<u>X</u>
RECEPTION	_____	BUFFET	_____
DEMONSTRATION	<u>X</u>	EXHIBIT	_____
OTHER	_____	Teleconference (charge)	_____

(please specify) _____

Caterer _____ Telephone # _____

Contact _____
Description of activity Additional training for
Kiwanis Certified Instructors (training
new officers)

Schedule

<u>Time</u>	<u>Activity</u>	<u>Location</u>	<u>Available</u>
		Commission <u>Chambers</u>	7 days including Holidays
		Atrium	Mon - Fri 7:30am - 5:00pm
-		Room 139	Mon - Fri 7:30am - 5:00pm
-		Room 208	Mon - Fri 7:30am - 5:00pm
-		Room 220	Mon - Fri 7:30am - 5:00pm

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STATE OF MISSOURI

}
} ea.

County of Boone

May Session of the May Adjourned

Term. 20 01

In the County Commission of said county, on the

17th

day of May

20 01

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

Now on this day the County Commission of the County of Boone does hereby authorize the modification of the budget and purchase documents for the purchase of an Animal Control vehicle. It is further requested that the Commission staff work with the Auditor's office to prepare the necessary documentation for approval by the Commission.

Done this 17th day of May, 2001.

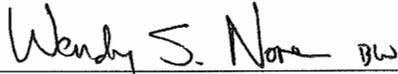


Don Stamper
Presiding Commissioner



Karen M. Miller
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Skip Elkin
District II Commissioner

Stephanie Browning - Re: Fwd: County Billings

From: "June Pitchford" <JPitchford@boonecountymo.org>
To: <SKBrowni@ci.columbia.mo.us>
Date: 5/4/01 10:02 AM
Subject: Re: Fwd: County Billings

Stephanie--

Fine with me to handle all of the billings in the same manner. The important thing is that we have the final reconciliation completed by mid-February so that we can reflect actual costs before we close our ledger the end of February. This approach may not be consistent with the contract language for each contract, but I can live with that. We can make the necessary changes to the contract wording next year.

* Here's an idea on the Van... How about you and I scheduling this as a discussion item on the county commission's agenda? I can prepare the budget revision (transferring money out of services and into fixed assets) and have it ready for their approval, if they want to proceed in this manner. It is their decision to make and it will require a budget revision, so this seems like a logical approach. Will you brief your liaison commissioner beforehand? Thanks,

June

You may reach me via e-mail at jpitchford@boonecountymo.org or at (573) 886-4278

>>> "Stephanie Browning" <SKBrowni@ci.columbia.mo.us> 05/02/01 04:44PM >>>

Hello!

Here are DeeAnn's questions regarding billings and the van. Can you let me know how you want her to proceed?

See you Monday at United Way presentations. I enjoyed the process this week.

Stephanie

*DeeAnn
Ann's
contract
vehicle*