

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

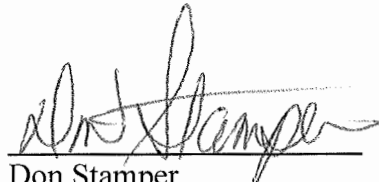
July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 11th day of July 20 02

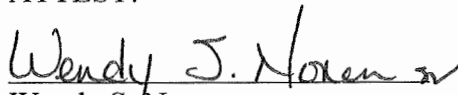
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby suspend the Notice of Violation of the Boone County Public Nuisance Ordinance Section 5.7 as cited to the Teddy Janet Ray Trust, for Lot 8 Fairway Meadows, 1 Demaret (Parcel #17-313-11-01-174.00 01) for a 30 day period, from today's date. It is further ordered that Commissioner Elkin, the Liaison Commissioner to the Boone County Regional Sewer District, will work with the Boone County Regional Sewer District Manager to coordinate the mowing of the grass and weeds on said lot.

Done this 11th day of July, 2002.


 Don Stamper
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

ABSENT
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

306

GRIMES, FAY & GAETH, L.L.C.

ATTORNEYS AT LAW
11 North Fifth Street
Columbia, Missouri 65201-4418
573-449-2969
facsimile 573-443-2808
mail@gfglaw.com

101 South Allen Street
Centralia, Missouri 65240
573-682-3933

ELTON W. FAY
MARILYN R. GAETH
PHILIP A. GRIMES (RETIRED)

July 9, 2002

Shawna M. Victor
Deputy Boone County Clerk
801 E. Walnut Rm. 236
Columbia, MO 65201

sent via facsimile 573-886-4300

RE: Teddy Ray Trust

Dear Ms. Victor:

Thank you for your undated letter that I received on July 8, 2002, a copy of which I am attaching.

Our phone records reflect that there was no communication from the County Commission regarding the Tuesday, July 2, 2002, 7:00 p.m. scheduled hearing.

My client and I will be happy to appear at 1:30 p.m. on July 11, 2002, since this is the first Notice that we have received from the Commission that the appeal has been set for hearing.

VERY TRULY YOURS,

GRIMES, FAY & GAETH, L.L.C.


ELTON W. FAY

EWf:kh
cc: Teddy Ray
enc: Letter



WENDY S. NOREN
BOONE COUNTY CLERK
801 E WALNUT RM 236
COLUMBIA, MO 65201
573-886-4295 FAX 573-886-4300

Elfon W. Fay
Grimes, Fay & Gaeth, L.L.C.
11 North Fifth Street
Columbia, MO 65201

Dear Mr. Fay,

The County Commission asked me to write you concerning the appeal of the Teddy Ray Trust you requested. The Commission advised me that they had telephoned your office to notify you of the hearing on your requested appeal the week before the scheduled hearing conducted on Tuesday, July 2, 2002, at 7:00 p.m. You and your client were not in attendance at this hearing. The Commission heard testimony from the Health Department on this nuisance ordinance violation and asked that I inform you that they adjourned the hearing until the 11th day of July, 2002 at 1:30 p.m., at which time they will reach a decision on the appeal. If you or your client wish to be heard on the appeal, you will need to appear before the Commission at that time. Otherwise, a decision will be made without your participation. Please call if you have any questions or concerns.

Sincerely,

Shawna M. Victor
Deputy Boone County Clerk

RECEIVED JUL 0 8 2002

*Patton
PM advised
to EF trying
to trap w.?
Stam*

ELTON W. FAY
MARILYN R. GAETH

PHILIP A. GRIMES (RETIRED)

GRIMES, FAY & GAETH, L.L.C.

ATTORNEYS AT LAW
11 North Fifth Street
Columbia, Missouri 65201-4418
573-449-2969
facsimile 573-443-2808
mail@gfglaw.com

RECEIVED
30 JUN 12 2002
Boone County Commission

101 South Allen Street
Centralia, Missouri 65240
573-682-3933

June 10, 2002

Boone County Commission
801 E. Walnut, Room 245
Columbia, MO 65201

Re: Lot 8, Fairway Meadows

Dear Commission Members:

This letter will serve as an appeal to you of the determination and notice dated June 5, 2002 from the Boone County Health Department.

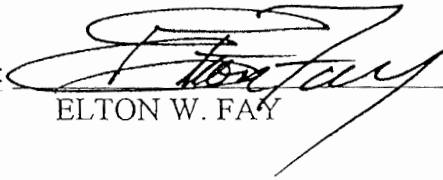
That attached hereto and incorporated herein by reference a copy of the pending Trespass Suit in the Associate Circuit Court of Boone County, Missouri.

Please set this matter for an Appeal Hearing and notify me of the date thereof.

Very Truly Yours,

GRIMES, FAY & GAETH, L.L.C.

By:


ELTON W. FAY

EWf:cdg

Enclosure

cc: Teddy Ray



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

Teddy Janet Ray Trust
3201 Brown Station Rd.
Columbia, MO 65202

An inspection of the property you own located at Lt8 Fairway Mdws.1-Demaret (parcel # 17-313-11-01-174.00 01) was conducted on June 4, 2002 and revealed growth of weeds in excess of 12" tall.

This condition is hereby declared to be a nuisance. You are herewith notified that if the above nuisance has not been corrected within **15 days** after the mailing of this notice (see date below), you will be in violation of Boone County Public Nuisance Ordinance Section 5.7. A re-inspection will be conducted at the end of the 15-day period. If the nuisance has not been corrected by that time, a complaint will be filed against you in the Circuit Court; or we will schedule the nuisance for abatement action by the county, at the owner's expense; or we will both prosecute and schedule for abatement.

A property owner shall have the right to appeal the decision of the Health Director or health official. The appeal must be made within 15 days of receipt of written notice. Appeals shall be made to the Boone County Commission.

The purpose of these ordinances is to create and maintain a cleaner, healthier community; and your cooperation will be greatly appreciated. If you have any questions, please do not hesitate to contact us. If you are not the owner or person responsible for the care of this property, please call the Department of Health at (573) 874-7346.

Sincerely,

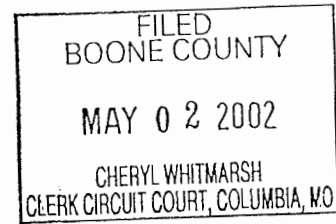
Chris Smith
Sr. Environmental Health Specialist

This notice deposited in the U.S. Mail first class postage paid on the 5TH day of June 2002 by DB

IN THE CIRCUIT COURT OF BOONE COUNTY, STATE OF MISSOURI
ASSOCIATE DIVISION

TEDDY JANET RAY)
f/n/a TEDDY JANET WAYLAND)
)
Plaintiff,)
)
vs.)
)
CAPITAL RAILROAD CONTRACTING, INC.)
JOHN MASSEY, registered agent)
503 Nifong, Suite 1)
Columbia, MO 6523)
)
Defendant.)

Case No.



PETITION FOR TRESPASS

COMES NOW TEDDY JANET RAY, Petitioner, by and through counsel, and states for her cause of action that:

1. Plaintiff, Teddy Janet Ray, f/k/a Teddy Janet Wayland, surviving spouse of Larry Joe Wayland, deceased, resides at 3201 Brown Station Road, Columbia, Boone County, Missouri.
2. Capital Railroad Contracting, Inc., is a Missouri Corporation whose Registered Agent is John Massey, 503 Nifong, Suite 1, Columbia, Missouri.
3. At all times mentioned in this petition, plaintiff was, and still is, in possession of certain real property located at Lot 8, Demaret Drive, Boone County Missouri, and more particularly described as follows:

Lot Ten (8), Block No. 1, of FAIRWAY MEADOWS, being located in the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 11, Township 48 North, Range 12 West, as shown by plat recorded in Plat Book 10 at Page 2, Records of Boone County Missouri.

4. In January 2001, defendant, through its employees and without the consent and against the will of plaintiff, entered on the premises and placed on plaintiff's property large volumes of dirt, concrete, debris, etc. and between January 2001 and the present repeatedly placed and continuously kept, articles and materials of a similar nature on the premises, all without the plaintiff's permission.

5. By reason of the above acts, plaintiff has been injured in the following sums:
 - a) \$300 per month, which is the reasonable rental value of the land so occupied and used by the defendant;
 - b) Damages to be determined for removal of the dirt, concrete, debris, etc. placed on the property by the defendant;
 - c) Damages to be determined for environmental testing to ensure that the dirt, concrete, debris, etc. placed on the property by the defendants has not contaminated the soil of the property;
 - d) The amount of money by which the value of the property has decreased if the soil is found to be contaminated.
6. In doing the acts alleged, defendant acted maliciously and with a wanton disregard of plaintiff's rights.

WHEREFORE, plaintiff prays that the court enter an order awarding damages to be paid by defendant to plaintiff, as follows:

1. \$4800 rental value plus \$300 for each month the defendant continues to occupy the plaintiff's property from and after May 1, 2002;
2. An amount to be determined for removal of the dirt, concrete, debris, etc. placed on the property by the defendants;
3. An amount to be determined for environmental testing to ensure that the dirt, concrete, debris, etc. placed on the property by the defendants has not contaminated the soil of the property;
4. The amount of money by which the value of the property has decreased if the soil is found to be contaminated;
5. The amount of money in punitive damages sufficient to deter the defendant and others from trespassing in the future;
6. All costs of this suit;
7. Other and further relief as the court may deem proper.

GRIMES, FAY & GAETH, LLC

BY: *Elton W. Fay*
ELTON W. FAY, Bar No. 23204
11 North Fifth Street
Columbia, MO 65201
Telephone No.: (573) 449-2969
Attorney for Plaintiff

STATE OF MISSOURI)
 (ss.
COUNTY OF BOONE)

Plaintiff, of lawful age, being duly sworn on her oath, states that she is the Plaintiff named above; that the facts stated therein are true according to the best of her knowledge and belief.

Teddy Janet Ray
TEDDY JANET RAY, Plaintiff

Subscribed and sworn to before me this 1st day of May, 2002.

Lori L. Robinett
NOTARY PUBLIC

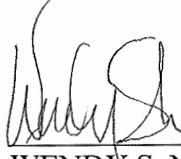
My Commission Expires:

" NOTARY SEAL "
Lori L. Robinett, Notary Public
Callaway County, State of Missouri
My Commission Expires 1/28/2003

STATE OF MISSOURI)
)
COUNTY OF BOONE)

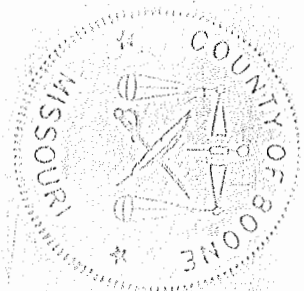
I, Wendy S. Noren, Clerk of the County Commission, in and for the County of Boone, State of Missouri, do hereby certify that the attached records are a true copy **Boone County, Missouri Health Regulations Chapter V – Public Health Hazards and Nuisances**, approved by the Boone County Commission, as the same appears of record in my office this day.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, State of Missouri, at office in Columbia, this 11th day of July, 2002.



WENDY S. NOREN
Boone County Clerk

(SEAL)



BY _____
Deputy Clerk

CHAPTER V
PUBLIC HEALTH HAZARDS AND NUISANCES

5.1 **Purposes:** These regulations are enacted for the purpose of regulating and eliminating public health hazards and nuisances in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous disease into Boone County, Missouri.

5.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by section 192.300 RSMo. Supp 1989 as enacted by Senate Bill 68 of the 85th General Assembly.

5.3 **Definitions:** As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the following meanings:

5.3.1 **Health Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person so designated on a temporary basis by order of the Boone County Commission.

5.3.2 **Health Official** - Any employee of the Boone County, Missouri Health Department or any other person so appointed by the Health Director with the advice and consent of the Boone County Commission to administer or enforce the provisions of this chapter.

5.3.3 **Person** - Any natural person, business entity of any type, corporation, trust, association of any type, or any agent, officer or employee of any of the foregoing.

5.3.4 **Public Health Hazard** - Any condition upon real property which poses an immediate and direct hazard to human health due to the existence of the condition itself or due to the immediate threat of transmission of disease through insects, animals, or

other means of transmission or infection.

5.3.5 **Public Health Nuisance** - A condition in real estate creating a potential danger or hazard to human health if left unremedied due to the condition or due to the potential transmission of disease through insects, animals or other means of transmission or infection.

5.3.6 **Property Occupant** - Any person who owns real property upon which a public health hazard or nuisance exists and any person in possession or charge of such property in the event the owner resides or is located outside of Boone County, Missouri while such health hazard or nuisance exists.

5.3.7 **Subdivision** - The term subdivision shall mean any subdivision as the term is defined in section 1.4.38 of the Boone County Land Use Regulation which contain 25 or more dwelling units and shall additionally include mobile home parks and mobile home subdivisions regardless of number of lots or dwelling units.

5.3.8 **Weeds** - The term weeds shall be interpreted to include all vegetation commonly known as weeds, excluding cultivated vegetation, which shall have attained a height of 12 inches or more and vegetation which may exhale unpleasant or noxious odors.

5.4 **Jurisdiction:** The regulations contained in this chapter shall be applicable to all subdivisions in the unincorporated areas within Boone County, Missouri as defined above. Any other subdivision or incorporated area in Boone County not included in these regulations may be declared included by order of the Boone County Commission only after petition for such declaration has been filed by seventy-five percent of the real estate owners in that subdivision and after public hearing thereon. These regulations shall particularly exclude agricultural interests which in these matters are regulated by other

state and national agencies.

5.5 **Solid Waste Storage:** It shall be unlawful for any person who possesses or uses real estate in the jurisdiction of these regulations to place, permit placement or maintain upon such real estate an accumulation of trash, garbage, or other refuse in a condition which constitutes a public health nuisance, except that this section shall not apply to:

5.5.1 **Temporary Storage** - Temporary storage of trash, garbage or other refuse in closed containers which prevent invasion of animals or insects for a time period not exceeding fourteen calendar days from the date they are disposed of lawfully,

5.5.2 **Composting** - Composting nontoxic agricultural, organic or domestic waste.

5.6 **Rat Harborages:** It shall be unlawful to keep, maintain or store upon real property refuse in a manner or condition which is conducive to rat infestation or breeding; any such violation shall constitute a public health nuisance.

5.7 **Weeds and Rank or Noxious Plants:** It shall be unlawful to permit the growth of weeds or other rank or noxious plants as the terms are defined in these regulations on any lot or ground.

5.8 **Abatement of Public Health Hazards and Public Nuisances:** Public health hazards and public nuisances shall be abated in accordance with the following rules and procedures:

5.8.1 **Determination of Public Health Hazards and Public Nuisances:** It shall be the duty of the Health Director and/or Health Officials to determine whether or not a public health hazard or public health nuisance as defined in these regulations exists upon citizen complaint. In the event the Health Director or a Health Official determines that a public health hazard or nuisance exists upon any real estate he or shall promptly give written notice of that determination to the property occupant, sent by certified mail, and also

order the property occupant to abate such health hazard or nuisance within 15 days of receipt of the notice unless a shorter time is required due to the Director of Health Officials' further determination that the health hazard or nuisance may be reasonably abated within a shorter period of time or that the immediate abatement is necessary to preserve the public health or safety. In such case the time required for abatement shall be specified in the determination and order and the reasons for a shortened abatement period shall be specified.

5.8.2 Governmental Abatement of Public Health Hazards and Nuisances - The County Commission, in its discretion, may order the abatement of any public health hazard or nuisance as defined in these regulations through use of governmental resources or by government contract in the event the property occupant fails to abate the public health hazard or nuisance within the time prescribed by the Health Director or Health Official in their determination of health hazard or nuisance and order of abatement. If the Commission specifically finds that immediate abatement of a health hazard is necessary in order to protect the public health, welfare or safety and that the property occupant is unwilling or unable to immediately abate such health hazard within the time prescribed by the Health Director or Health Official, then immediate abatement through use of government resources or by government contracting may be ordered without allowing the property occupant opportunity to abate the hazard. In any case, the actual cost of such abatement incurred by the county shall be determined by the County Commission and charged to the property occupant; in such event the Commission may file suit against the property occupant for restitution of public funds expended for the purposes of abatement.

5.8.3 Right of Appeal: A property owner shall have the right to appeal the decisions of

the Health Director and/or Health Official. The appeal must be made within 15 days of receipt of written notice by certified mail of the Health Director's decision, or before the time specified for abatement, whichever is shorter. Appeals shall be made to the Boone County Commission, whose decision shall be final.

5.9 **Interpretation and Severability:** The regulations enacted under this chapter are intended to be supplementary to other provisions or remedies authorized or prescribed by law or rule or regulation enacted thereunder. The invalidity of any particular regulation enacted herein shall not affect the validity of any other provision and all regulations hereunder shall be construed as consistently and harmoniously as possible with each other and other applicable provisions of law. These regulations also shall be liberally construed to the fullest extent permitted by law to effectuate the broad remedial purposes for which they are intended.

5.10 **Penalties and Remedies:** Any person who violates any requirement or provision of these regulations shall be deemed guilty of a misdemeanor and shall be punished as provided by law; each day of violation of any such regulation shall constitute a separate and distinct offense. The penalty provided in this section shall not be construed to be exclusive but is intended to be supplementary and in addition to any other remedy provided or authorized by law or equity.

5.11 **Effective:** These regulations shall become effective on and after the 1 day of July , 199 7 .

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PK 04/02/2002







Pictures taken 7/2/02 by Chris Smith, Senior Environmental Health Specialist. Property at Lot 8 Fairway Meadows, Demaret Drive owned by Teddy Janet Ray Trust.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

July Session of the May Adjourned

Term. 20 02

In the County Commission of said county, on the

11th

day of

July

20 02

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

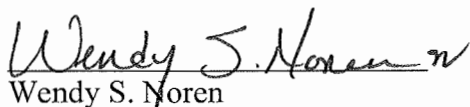
Now on this day, the County Commission of the County of Boone does hereby award bid 40-25JUN02 for HVAC Renovation – Boone County Courthouse to J. Louis Crum Corporation of Columbia, Missouri per the recommendation of the Purchasing and Public Works Departments. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 11th day of July, 2002.



Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

ABSENT

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 28, 2002
RE: 40-25JUN02 – HVAC Renovation – Boone County Court House

The Bid for HVAC Renovation – Boone County Court House was issued on May 22, 2002. The bid closed on June 25, 2002. A total of two bids were received. Purchasing and Public Works are recommending award of the Base Bid and Optional Bid to J. Louis Crum Corporation of Columbia, Missouri for offering the low bid for this project.

Total contract award is \$24,711 from department 6200- Capital Repairs and Maintenance, account 91200 – Buildings and Improvements. Original budget was \$51,500. At the time of this writing, \$51,500 remains in the account.

ATTACHMENT: Bid Tabulation

cc: Ken Roberts, Facilities Maintenance Manger
David Mink, Public Works Director
Bid File

Award Amt: \$24,711
Average Bid: \$25,590
Savings: \$879

40-25JUN02-HVAC Renovation-Court House

Bid Tabulation		J. Louis Crum Corp	Drummond Mechanical Contractors
4.7.	Base Bid Response		
4.7.1.	Total HVAC Renovation Cost	\$ 12,801.00	\$ 15,900.00
4.8.	Optional Bid Response		
4.8.1.	Total Optional Cost per 2.4.23.	\$ 11,910.00	\$ 10,560.00
4.9.	Total for Base and Optional Bid (4.7.1. + 4.8.1.)	\$ 24,711.00	\$ 26,460.00
4.9.	Work will begin "x" amount of days after notice to proceed	Oct-02	21 days
4.10.	Work will be completed "x" amount of days after notice to proceed	30 days	30 days
4.11.	Bid Bond Included?	yes	yes
	Addendum 1 included?	yes	yes
	Addendum 2 included?	yes	yes
	Addendum 3 included?	yes	yes
4.12.	Statement of Bidder's Qualifications Included?	yes	yes

No Bids

Cockeum Heating & Cooling
 Harold G. Butzer, Inc.
 Fisher Controls
 Air Systems, LLC

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and J. Louis Crum Corporation (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 40-25JUN02
HVAC Renovation – Boone County Court House
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as detailed on the plans and specifications.

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

1. Introduction and General Conditions of Bidding
2. Primary Specifications and Special Conditions
3. Response Presentation and Review
4. the un-executed Response Form
5. Boone County Standard Terms and Conditions
6. Statement of Bidder's Qualifications
7. Performance Bond
8. Labor and Material Payment Bond
9. Insurance Requirements
10. HVAC Renovation Drawing
11. Prevailing Wage Order Number 8
12. Addendum #1
13. Addendum #2
14. Addendum #3
15. Contractor's bid response dated June 25, 2002 and executed by Donald R. Fritz on behalf of the Contractor.
16. Notice to Proceed

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount:

Twenty-four thousand, seven hundred eleven dollars (\$24,711.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 7-11-02 at
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Don Stamper, Presiding Commissioner

ATTEST:

[Signature]
Wendy Noren, County Clerk

CONTRACTOR: J. LOUIS CRUM CORPORATION

By: [Signature]
Authorized Representative Signature

By: Donald R. Fritz, P.E.
Authorized Representative Printed Name

Title: President

Approved as to Legal Form:

[Signature]
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.)

	6200-91200	\$24,711.00
<u>[Signature]</u>	<u>6/27/02</u>	_____
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER


STATE OF MISSOURI }
County of Boone } ea.

July Session of the May Adjourned Term. 20 02

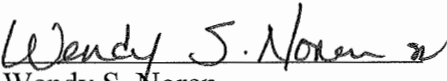
In the County Commission of said county, on the 11th day of July 20 02
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 32-18JUN02 for Tires – Heavy Trucks and Large Equipment to Cross Midwest Tires. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 11th day of July, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Marlene Ridgway
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 32-18JUN02 – Tires – Heavy Trucks and Large Equipment
DATE: July 8, 2002

The Public Works department and I have reviewed the response received and recommend award to Cross Midwest Tires for having the best bid meeting our minimum specifications.

Cross-Midwest was the previous contracted vendor. The attached bid tabulation shows a comparison of a selection of tire purchases made within the last six months to the new contract prices with Cross-Midwest Tire.

This is a term and supply contract, hence no need for purchase orders.

Bid Tabulation

32-18JUN02-Tires--Heavy Trucks and Large Equipment

Cross-Midwest Tire							<i>Last Year's</i>	
Category 1-Truck Tires-Bias nylon/polyester							<i>contracted</i>	
<i>Item #</i>	<i>Size</i>	<i>Ply Rating</i>	<i>Load Range</i>	<i>Type & Brand</i>	<i>Stock #</i>	<i>Price (ea)</i>	<i>prices</i>	
4.7.	1	7.00-15	6	C	Del-Nat Hiway	98802	\$ 48.94	
	2	7.00-15	8	D	Del-Nat Hiway	98715	\$ 51.22	
	3	7.50-16	8	D	Del-Nat Hiway	98805	\$ 44.00	
	4	7.50-16	10	E	Del-Nat Hiway	98510	\$ 54.64	
	5	7.50-20	10	F	Del-Nat Hiway	11000	\$ 90.00	
	6	8.00-16.5	8	D	Del-Nat Hiway	98808	\$ 58.48	
	7	8.75-16.5	8	D	Del-Nat Hiway	98849	\$ 64.00	
	8	8.75-16.5	10	E	Del-Nat Hiway	98849	\$ 64.00	
	9	9.50-16.5	8	D	Del-Nat Hiway	98852	\$ 67.37	\$ 87.35
	10	9.50-16.5	10	E	Del-Nat Hiway	98855	\$ 74.36	
	11	Total					\$ 617.01	
Addendum one								
		10.00R20			Firestone T831	281549	\$ 215.00	
		11R225			Firestone T831	281557	\$ 205.00	
		9.00R20			Firestone t546	294748	\$ 170.00	
		Total					\$ 590.00	
Category 2- Medium Truck Tires- Radial, Ply								
<i>Item #</i>	<i>Size</i>	<i>Ply Rating</i>	<i>Type & Brand</i>	<i>Stock #</i>	<i>Price (ea)</i>			
	1	9.00-R20	16PR/H	General Ameri Steel	539039	\$ 164.00		
	2	10.00-R22.5	16PR/H	General Ameri Steel	568192	\$ 178.00		
	3	10.00-R20	16PR/H	Firestone T 819	294497	\$ 200.00	\$ 206.23	
	4	11R-22.5	16PR/H	Firestone T 819	294535	\$ 181.00	\$ 216.50	
	5	315/80 R22.5	16PR/H	Firestone T 819	287259	\$ 255.00	\$ 149.14	
	6	255/70 R22.5	8PR/H	BF Goodrich ST230	95971	\$ 163.00	\$ 178.30	
		Total				\$ 1,141.00		
Category 3-Tire, Off-Road, Bias, Construction Equipment								
<i>Item #</i>	<i>Size</i>	<i>Ply Rating</i>	<i>Type & Brand</i>	<i>Stock #</i>	<i>Price (ea)</i>			
	1	14.00-R24	16	Michelin XG1A	15924	\$ 495.00	\$ 544.95	
	2	14.00-R25	16	Bandag Grader	456GRD	\$ 210.00		
	3	17.5-R25	12	Michelin XHA	35052	\$ 872.00		
	4	15.5-R25	12	Michelin XHA	25042	\$ 574.00		
	5	20.5-R25	12	Michelin XHA	31836	\$ 1,320.00		
		Total				\$ 3,471.00		
Category 4-Tire, Front and Rear Agriculture and Industrial								
<i>Item #</i>	<i>Size</i>	<i>Ply Rating</i>	<i>Tire Code</i>	<i>Type & Brand</i>	<i>Stock #</i>	<i>Price (ea)</i>		
	1	6.00-16	6	F-2	BF Goodrich Power Steer	52871	\$ 39.44	
	2	7.50-16	8	F-2	BF Goodrich Power Steer	97729	\$ 57.96	
	3	11L-16	10	NHS	Firestone FND Special	314625	\$ 77.84	\$ 81.18
	4	14.9-R24	6	R-1	Firestone Radial 6000	352705	\$ 356.00	
	5	16.9-R30	6	R-1	BF Goodrich Power Radial	60147	\$ 500.00	
	6	19.5L-R24	10	R-4	Michelin XM27	69906	\$ 556.00	
	7	18.4-R34	10	G-2	Firestone Radial 23"	354740	\$ 446.00	
	8	18.4-R34	8PR	R-1	Firestone Radial 23"	354740	\$ 446.00	
	9	13.6-R28	10PR	R-1	BF Goodrich Power Radial	72410	\$ 343.00	
	10	12-16.5	12PR	NHS	Power King Rim Guard	QY27	\$ 150.00	
	11	9.50-R16.5	8PR	F-2	Firestone Steeltex R45	281859	\$ 66.00	
		Total					\$3,038.24	
Category 5-Add'l Tire Related Services								
<i>Item #</i>	<i>Service</i>				<i>Price</i>			
	1	Tire Repair-In Shop (ea)				\$ 20.00		
	2	Alignment-Front End (ea)				\$ 125.00		
	3	Balancing of Tire (ea)				\$ 16.00		
	4	Alignment-Front and Rear (ea)				\$ 125.00		
	5	Service Call in County per hour				\$ 35.00		No Bids
	6	Service Call in County per mile				N/C for Mileage		Ewers Tire, Inc.
	7	Flat Shop Rate per Hour				\$ 50.00		Forklifts of Central MO
	8	Road Hazard Coverage per Tire				Road Hazzard not offered on com. Or ind. Tires		Tire Centers, LLC
		Total				\$ 371.00		McKnight Tire Co.
4.8.	Minimum Discount			Lowest poss. Price (Gout)				
4.9.	Additional Services			See Attatched Bid				
4.12.	Co-op?			yes				

**PURCHASE AGREEMENT
FOR
TIRES -HEAVY TRUCKS AND LARGE EQUIPMENT**

THIS AGREEMENT dated the 11th day of July 2002 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" Cross-Midwest Tife, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement For Tires-Heavy Trucks and Large Equipment, County of Boone Request for Bid for Tire - Heavy Trucks and Large Equipment, bid number 32-18JUN02 Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated June 14, 2002 and executed by Steven L. McCray, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, Introduction and General Terms and Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above until March 31, 2002 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid 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; provided, however, that from and after the expiration date of this agreement any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the County Department placing the order and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in

favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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.

CROSS MIDWEST TIRE

by Steven M. Chy

title MANAGER

address 2304 BUSINESS LOOP 70 E
COLUMBIA MO 65201

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Don Stamber, Presiding Commissioner

ATTEST:

Wendy S. Noren
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) 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.)

County Wide Term/Supply

no encumbrance required 7/1/02
Signature _____ Date _____ Appropriation Account _____

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4392
Fax (573) 886-4390
Email: mridgway@boonecountymo.org

March 4, 2003

Steve McCray
Cross-Midwest Tire
2304 Business Loop 70 E
Columbia, MO 65201

RE: 32-18JUN02 – Tire – Heavy Trucks and Large Equipment

Dear Mr. McCrays:

The County of Boone wishes to renew the above referenced contract. Confirming your letter received from your company dated February 27, 2003, you agree to renew the contract under the same terms and conditions with a 2% increase for all commodities with the exception of labor rates. This contract renewal date will cover through March 31, 2004.

Should you have any questions, please contact me.

Sincerely,

Marlene Ridgway
Buyer

Cc Public Works
Bid File
Clerk's File

 COPY

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut-Room 209

Columbia, MO 65201

(573) 886-4392

Fax (573) 886-4390

Email: mridgway@boonecountymo.org

February 25, 2003

Steve McCray
Cross-Midwest Tire
2304 Business Loop 70 E
Columbia, MO 65201

RE: 32-18JUN02 – Tire – Heavy Trucks and Large Equipment

Dear Mr. McCray:

The County of Boone is interested in renewing the above referenced contract expires on March 31, 2003.

Please sign and date below if you agree to renew the contract under the same terms and conditions as set in the original bid for an additional year.

I Steve McCray of Cross-Midwest Tire agree to renew the contract 32-18JUN02 – Tire – Heavy Trucks and Large Equipment for an additional year under the same terms and conditions as set in the original bid.

PLEASE SEE ATTACHED

Steve McCray
Signature

2/27/03
Date

Please sign and date below if you do not wish to renew the contract 32-18JUN02 – Tire – Heavy Trucks and Large Equipment for an additional year.

I _____ of Cross-Midwest Tire do not wish to renew the above referenced contract.

Signature

Date

I will share these terms with the Public Works Department. If they agree to renew, I will send you a confirmed contract renewal letter. Should you have any questions, please contact me.

Sincerely,

Marlene Ridgway

Marlene Ridgway
Buyer

Cc Bid File

CROSS-MIDWEST TIRE

2304 Business Loop 70 East

Columbia, Missouri 65201

Phone 573-442-8259

Fax 573-442-2865

February 27, 2003

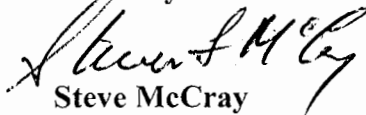
**Boone County Purchasing
601 E. Walnut- Room 209
Columbia, Missouri 65201**

**Marlene Ridgeway
Buyer**

Marlene

Due to rising costs from manufactures, we would gladly renew the contract but we would have to pass along a 2% across the board increase on everything except our labor prices.

Sincerely:



Steve McCray

Manager

Cross-Midwest tire

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

January 30, 2004

Steve McCray
Cross-Midwest Tire
2304 Business Loop 70 East
Columbia, MO 65201

 **COPY**

RE: 32-18MAR02 – Tires – Heavy Trucks & Large Equipment

Dear Mr. McCray:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated January 12, 2004, you agree to renew the contract under the same terms and conditions as the original contract with a 2% increase over the current contract (excluding Labor), which you indicated in your returned letter of intent. This contract renewal date will cover through March 31, 2005.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Public Works
Bid File
Clerk's File
Auditor

308-200Z

CERTIFIED COPY OF ORDER

309-2002

STATE OF MISSOURI }
County of Boone } ea.

July Session of the May Adjourned Term. 20 02

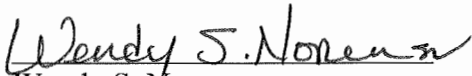
In the County Commission of said county, on the 11th day of July 20 02
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Wastewater Operation and Maintenance Agreement with the Boone County Regional Sewer District. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 11th day of July, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

WASTEWATER OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT dated the 11th day of July, 2002, by and between the County of Boone, Missouri, a political subdivision of the State of Missouri, herein "County," and Boone County Regional Sewer District, a sewer district organized pursuant to the provisions of Chapter 204 RSMo, herein "District."

WITNESSETH:

WHEREAS, County desires to enter into an agreement with the District under which District will provide for the operation and maintenance of the County wastewater treatment facility consisting of a single cell lagoon located at the Boone County Public Works (BCPW) Department Building together with necessary testing and regulatory compliance and emergency services for system collection lines.

WHEREAS, District is agreeable to provide the above services in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, both parties are empowered to contract for the common services provided for herein and desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the performance of the mutual agreements and promises hereinafter contained, the parties agree to the following:

1. DISTRICT SERVICES: District agrees to provide the following services to County under the terms and conditions of this agreement:

1.1 Wastewater Treatment Facility Operation and Maintenance - District agrees to operate and maintain the County Wastewater Treatment Facility consisting of a single cell lagoon. Operation and maintenance services shall include the following:

(a) Provide routine weekly visits from April 1 to October 31 to ensure correct dosage of

chlorine;

- (b) Provide chlorine tablets;
- (c) Conduct and record weekly Total Residual Chlorine (TRC) tests;
- (d) Report results of weekly TRC sampling and testing to BCPW on a monthly basis;
- (e) Measure Dissolved Oxygen and pH weekly from April 1 to October 31 and monthly from November 1 to May 31;
- (f) Provide routine monthly visits from November 1 to May 31;
- (g) Obtain a monthly wastewater sample;
- (h) Analyze monthly sample for flow and fecal coliform for the months of April through October;
- (i) Report results of monthly sampling to BCPW;
- (j) Provide the Missouri Department of Natural Resources with the Annual Monitoring Report, which will include Biochemical Oxygen Demand, Total Suspended Solids, pH, Flow, Fecal Coliform, and Total Residual Chlorine;
- (k) Forward copies of Annual Monitoring Reports to the BCPW Department; and
- (l) Provide required sample testing of lagoon when lagoon is discharging in accordance with 2002 District Labor, Equipment and Laboratory Testing rate schedule and file necessary reports and maintain necessary records required by the Department of Natural Resources and other regulatory agencies.

1.2 ***Limitations of Services and Emergency Services*** - The parties understand and agree that District assumes no liability or responsibility for the upkeep, maintenance or repair of any collection lines or other facilities not specifically mentioned in paragraph 1.1 above; the parties agree that as between the parties, the liability for claims of damages resulting from

malfunction, disrepair or lack of maintenance of County's sanitary sewer facilities not directly attributable to District activities performed under this agreement shall be the sole responsibility of County and shall be subject to County's indemnification of District as provided in paragraph 7 of this agreement. District agrees to provide emergency repair services as needed on lagoon on a time and material basis to the extent District personnel can be made available to perform such services without disrupting scheduled work and emergency services required for normal District operations and customer service. It is understood and agreed that District may subcontract any or all of such work at the expense of the County.

1.3 *Other Work* - District agrees to provide other work not described above as is necessary to operate and maintain the County sewage treatment facility on a time and material basis or by subcontract to the extent District personnel are available to perform such work in the sole judgement of the District Manager and to the extent County agrees to pay for such work by written agreement or confirmation or by other means of confirmation or ratification acceptable to the parties.

2. **COMPENSATION:** In exchange for District's performance of services outlined in paragraph 1 above, County agrees to pay District compensation as follows:

2.1 *Compensation for Operation and Maintenance Services* - County agrees to pay District a lump sum of \$203.00 per month for operation and maintenance services as described in 1.1 above. Any other work performed by District not described in 1.1, such as equipment repairs and replacements, upgrades and improvements shall be performed on a time and material basis with labor and equipment rates provided by District and paid in accordance with the attached 2002 Labor and Equipment Rates which are made a part of this agreement by reference. All labor performed constituting over-time shall be paid at a rate of 1 ½ time the hourly rate

specified. All materials and equipment purchased and subcontracts let by District for the County wastewater facility and equipment shall be billed to County at direct cost.

2.2 **Emergency Services** - Emergency operations and maintenance services performed by District shall be billed and payable on a time and materials basis, with District labor and material paid in accordance with the attached 2002 rate schedule for labor and equipment. Any material or equipment and subcontract work required for emergency services for repair and replacement of the County wastewater facility and equipment shall be billed to and paid by County at direct cost. County and District agree that County may contract for any such emergency services it deems appropriate; District assumes no responsibility or liability for emergency services provided by personnel other than District's personnel unless District contracts for such services.

3. **RECORDS:** District agrees to maintain written records of all services, activities, analyses, repairs, reports and other materials compiled by it for or in connection with performance of the terms and conditions of this agreement. All such records shall be made available to County upon advance notice and request for inspection and copying for the use and information of County.

4. **REGULATORY COMPLIANCE:** District agrees to provide all testing services necessary for determination of compliance with the terms and conditions of County's National Pollution Discharge Elimination System (NPDES) permit associated with the lagoon, except that District shall not be responsible for non-compliance with such permit for reasons outside of District's performance of its obligations under this agreement, such as non-compliance due to degeneration of or damage to materials and equipment from normal wear and tear or other cause beyond the control of District, design errors and omissions in the facilities and other

conditions which were not or are not within the control of District. District agrees only to provide required sampling, testing, analysis and reporting to satisfy the terms and conditions of the NPDES permit associated with the lagoon. Any remedial work made necessary due to noncompliance with the requirements of such permit shall be either contracted for by County without participation of the District or performed or subcontracted by the District on a time and materials or direct cost basis. All such remedial work shall be performed only at the direction of County; District assumes no responsibility for performance of remedial work after reporting the necessity of such remedial measures to County unless or until so directed by County.

5. **SUBCONTRACTS:** It is agreed District may contract or subcontract with any persons, firms, corporations, partnerships, political subdivisions or other organizations to carry out its responsibilities under this agreement and that County may, upon notification to District, contract with any persons, firms, corporations, partnerships, political subdivisions or other organizations for performance of any work to be performed by District under this agreement, other than operations and maintenance services provided to County for the monthly lump sum amount specified herein.

6. **INSURANCE:** County agrees it shall purchase or maintain existing comprehensive general liability insurance at its own expense naming both County and the District as insureds; such insurance shall be in such amounts as are mutually agreed upon by County and District. County agrees to provide written evidence of such insurance to District within five days advance written notice by District.

7. **INDEMNITY:** District agrees that it shall indemnify, defend and hold County harmless from any and all liability, damage, expense, cause of action, claim, suit or judgment arising from injury or damage to persons or property directly or indirectly caused by or

arising from any acts or omissions of District, its subcontractors, agents or employees in relation to District's obligations under this agreement to the extent that such liability, damage, expense, claim, suit or judgment is not covered by insurance. County agrees it shall indemnify, defend and hold District harmless from any and all liability, damage, expense, cause of action, claim or judgment arising from injury or damage to persons or property, directly or indirectly caused by or arising from any acts or omissions of County, its subcontractors, agents or employees, in relation to County's obligations under this agreement, to the extent such liability, damage, expense, cause of action, claim, suit or judgment is not covered by insurance.

8. **TERM OF AGREEMENT AND RENEWAL:** This agreement shall be for a term of one year beginning January 1, 2002 and ending December 31, 2002, and may be renewed for additional one year terms by mutual agreement of the parties; provided, however, that the parties to this agreement may renegotiate any additional terms, duties, responsibilities or compensation amounts for any renewal term. In the event this agreement is not renewed upon the expiration of any one-year term, the agreement shall continue on a month-to-month basis under the same terms and conditions contained in this agreement or the then current agreement, unless notice of termination is given as specified below.

9. **TERMINATION:** This agreement may be terminated by either party by providing written notice to the non-terminating party at least thirty days prior to the end of the initial term of this agreement or any renewal term or for material breach of any term or condition of this agreement; otherwise, this agreement may be terminated for any reason upon one party giving the other party at least ninety (90) days advance written notice of termination.

10. **ENTIRE AGREEMENT AND MODIFICATION:** This agreement is the entire agreement between the parties and supercedes and cancels any and all prior agreements,

negotiations, understandings, whether verbal or written in form, which predate this agreement. This agreement may be modified by written amendment signed by both parties hereto; no oral modification of this agreement shall be enforceable unless and until such modification is confirmed in writing and signed by authorized representatives for each party to this agreement who obtain such authorization by ordinance or official resolution of the governmental entity which they represent.

11. **BINDING EFFECT:** This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and no benefit or obligation of any term or condition of this agreement may be assigned or delegated except as specifically authorized herein.

12. **AUTHORITY OF SIGNATORIES:** The persons signing this agreement hereby represent that they are duly authorized to enter into this agreement and have taken all procedural measures required by law to bind the governmental entities which are parties to this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY OF BOONE

By: *Don Stamper*
Don Stamper, Presiding Commissioner

BOONE COUNTY REGIONAL
SEWER DISTRICT

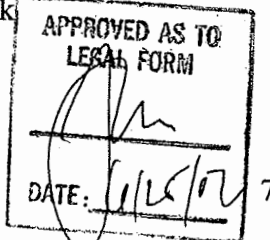
By: *Richard L Bock*
Richard Bock, Chairman

ATTEST:

Wendy J. Noren
Wendy Noren, County Clerk

ATTEST:

Marco F. Figueroa
Marco Figueroa, Secretary



CERTIFICATION:

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

James C. Pritchard 6/25/02
Auditor *lyse* Date

6/25/02

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

110

Boone County Regional Sewer District

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

309-2002

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

- Transaction Not Subject To Bidding For The Following Reason:
- Utility
 - Travel
 - Dues
 - Refund
 - Cooperative Agreement
 - Other (Explain):
 - Training
 - Pub/Subscriptions
 - Required Gov Payment
 - Agency Fund Distribution

RECEIVED

#

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department #

Bill To Department #

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 0	4 8 6 0 0	July, 2002 Wastewater Treatment Operation/Maintenance Service	1		203.00
2 0 4 0	4 8 6 0 0	August, 2002 Wastewater Treatment Operation/Maintenance Service	1		203.00
2 0 4 0	4 8 6 0 0	Sept, 2002 Wastewater Treatment Operation/Maintenance Service	1		203.00
2 0 4 0	4 8 6 0 0	Oct, 2002 Wastewater Treatment Operation/Maintenance Service	1		203.00
2 0 4 0	4 8 6 0 0	Nov, 2002 Wastewater Treatment Operation/Maintenance Service	1		203.00
2 0 4 0	4 8 6 0 0	Dec, 2002 Wastewater Treatment Operation/Maintenance Service	1		203.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Cont Log 6-26-02

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 11th day of July 20 02
 the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the recommendation from Boone County Public Works to increase the speed limit on Gillespie Bridge Road between the Perche Creek Bridge and State Highway UU from 40 mph to 50 mph.

Done this 11th day of July, 2002.



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

Don Stamper

Don Stamper
 Presiding Commissioner

ABSENT

Karen M. Miller
 District I Commissioner

Skip Elkin

Skip Elkin
 District II Commissioner

STATE OF MISSOURI

County of Boone

} ss.

I, Wendy S. Noren Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

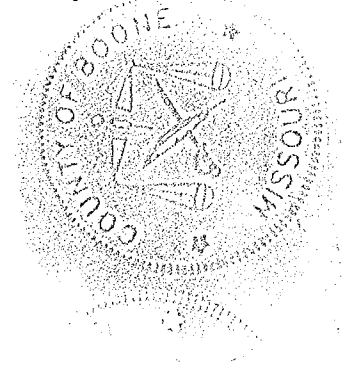
Columbia, Missouri, this the 11th day of July

20.02

Wendy S. Noren
Wendy S. Noren Clerk County Commission

By Shanna M. Victor
Shanna M. Victor

D.C.



No. 310-2002

Certified Copy of Order

of BOONE COUNTY COMMISSION,
Made at

July Term, 20 02

In the Matter of

Increase Speed Limit on Gillispie
Bridge Road between Perche Creek
Bridge and State Highway UU

Boone County Public Works

Memorandum



310-2002

Date: 7/9/2002

To: Boone County Commissioners

From: Allison Anderson

Through: David Mink

Re: Speed Study - Gillespie Bridge Road

Boone County Public Works recommends raising the speed limit from 40 miles per hour to 50 miles per hour on Gillespie Bridge Road between the Perche Creek Bridge and State Highway UU.

During the month of June, Boone County Public Works Department completed a speed study on Gillespie Bridge Road. Vehicle speeds were monitored on the road along the Perche Creek Bottoms and near the intersection with State Highway UU. The Manual on Uniform Traffic Control Devices Section 2B.11 recommends that the posted speed limit should be the 85th percentile speed. The 85th percentile speed at each location was as follows:

- Westbound Lane near State Highway UU = 48.65 miles per hour
- Eastbound Lane near State Highway UU = 50.46 miles per hour
- Westbound Lane in Perche Creek Bottoms = 51.45 miles per hour
- Eastbound Lane in Perche Creek Bottoms = 54.85 miles per hour

The 85th percentile speed is approximately 50 miles per hour at all locations except the eastbound lane in the Perche Creek Bottoms. Therefore, it is recommended to increase the speed limit on Gillespie Bridge Road to 50 miles per hour.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 11th day of July 20 02

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

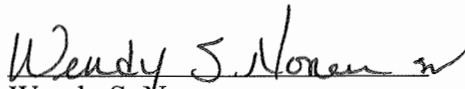
Now on this day, the County Commission of the County of Boone does hereby agree that all insurance settlement proceeds in the amount of \$541,907.00 (\$521,907 from Traveler's Insurance and \$20,000 from MARCIT) relating to the damage from a storm on May 8, 2002 shall be reinvested into a separate Boone County Fairgrounds fund.

Done this 11th day of July, 2002.



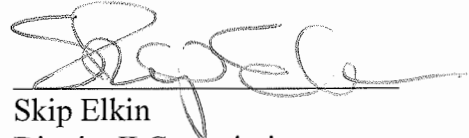
Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

312 -2002

STATE OF MISSOURI }
County of Boone } ea.

July Session of the May Adjourned

Term. 20 02

In the County Commission of said county, on the

11th day of July 20 02

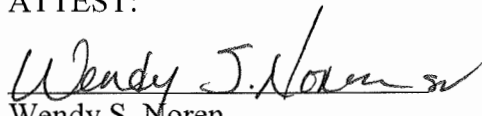
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Boone County Registration and Permit for Vicious Dogs and Permit Fee, in the amount of \$275.00 to be paid annually, for all declared vicious animals in Boone County.

Done this 11th day of July, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



any permit - disallow *275.00 permit fee* *Amount - Draft only* *312*

BOONE COUNTY REGISTRATION AND PERMIT FOR VICIOUS DOG

NAME _____ PHONE _____

ADDRESS _____ CITY _____

PLACE OF EMPLOYMENT _____ PHONE _____

EMERGENCY PHONE NUMBER AND CONTACT PERSON _____

VETERINARIAN _____

MICROCHIP NUMBER _____

Section 1.4.2.2.1 of the Boone County Animal Control Ordinance reads:

No person shall own or possess a vicious dog without an annual permit issued by the Health Director. Any person owning or possessing a vicious dog shall obtain and maintain a permit authorizing the possession and ownership of such dog....

Owner

Date

Director of Health for Boone County

Date

This permit will remain in effect for one year from date of issuance. Failure to renew this permit will result in summons for failure to comply with the vicious dog ordinance.

CERTIFIED COPY OF ORDER

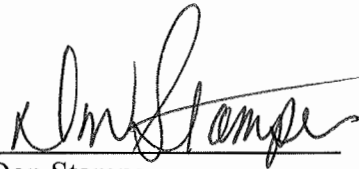
STATE OF MISSOURI }
County of Boone } ea.

July Session of the May Adjourned Term. 20 02

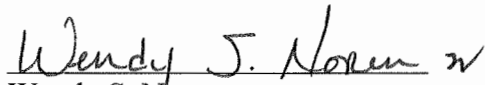
In the County Commission of said county, on the 11th day of July 20 02
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize the use of the Courthouse Grounds on August 2, 2002 from 5:00 to 7:00 p.m. for the Democrat Stump Speaking by the Boone County Democrat Central Committee. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 11th day of July, 2002.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



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

Boone County Commission

Commission agenda

313-2002

APPLICATION FOR PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE GROUNDS

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

Description of Use: DEMOCRAT STUMP SPEAKING

Date(s) of Use: AUG 2nd 2002

Time of Use: From: 5:00 p.m. thru 7:00 p.m.

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department grounds, of time and place of use and abide by all applicable laws and ordinances in using Courthouse
2. To remove all trash or other debris which may be deposited on the courthouse grounds by participants in the organizational use.
3. To repair or replace or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds.
4. To conduct its use of courthouse grounds in such a manner as to not unreasonably interfere with normal courthouse functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds as specified in this application.

Name of Organization: BOONE COUNTY DEMOCRAT CENTRAL COMMITTEE

Organization Representative/Title: LARRY L. MCBEE - TREASURER

Phone Number: 875-5912

Date of Application: July 3rd 2002

PERMIT FOR ORGANIZATIONAL USE OF COURTHOUSE GROUNDS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy J. Horen
Clerk

Don Stamper
Commissioner

DATE: 07/11/02

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the May Adjourned Term. 20 02

In the County Commission of said county, on the 11th day of July 20 02

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

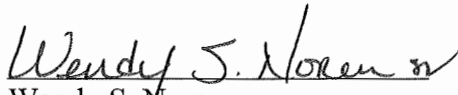
Now on this day, the County Commission of the County of Boone does hereby reappoint James K. Cunningham to the Road and Bridge Advisory Committee for a four-year term that will expire on May 25, 2006.

Done this 11th day of July, 2002.



Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

ABSENT

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Don Stamer, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

314-2002

Boone County Commission

reappoint for 4 yr. term to ~~run~~ expire 5/25/2006

JUN 05 2002

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Road and Bridge Term: _____

Current Township: Boonville Today's Date: 6-5-02

Name: James K. Cunningham

Home Address: 8202 S. Bennett Dr. Zip Code: 65201

Business Address: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____
Fax: 4428417 E-mail: _____

Qualifications: _____

Past Community Service: _____

References: _____

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.

James K. Cunningham
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311