

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

30th day of June 20 05

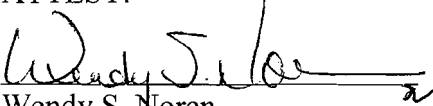
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 38-17MAY05 for a Twenty Ton Trailer to Cooke Sales and Service Company. The Commission authorizes the disposal through trade in of one 1994 Conrail Gooseneck 10 Ton trailer (Serial #1P9F20D22RG162979). It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract and disposal request form.

Done this 30th day of June, 2005.


Keith Schnart
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

Heather Turner, CPPB
Buyer



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

260-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: June 15, 2005
RE: 38-17MAY05 Twenty Ton Trailer

The bid for a Twenty Ton Trailer closed on May 17, 2005. Eight bids were received. Purchasing and the Public Work's department recommend award to Cooke Sales & Service Company for submitting the low bid.

Total cost of the contract is \$10,500.00 to be paid out of department 2040 - PW Maintenance Operations, account number 92300 - Replacement Machinery/Equipment. The Purchasing Department requests approval for trade-in of one (1) 1994 Conrail Gooseneck 10 ton trailer, Serial #1P9F20D22RG162979. The budgeted amount for this purchase is \$20,000.00.

Please find attached a disposal form and a copy of the bid tabulation for your review.

ATT: Disposal Form
Bid Tabulation

cc: Greg Edington, Public Works
Bid File

BID TABULATION

38-17MAY05 - 2005 Twenty Ton Trailer

	Trail King	Utility Trailer Company	Crown Power and Equipment	The Victor L. Phillips Company	Cooke Sales & Service	Dinzler Equipment Company	Tri-State Construction Equipment Company #1	Tri-State Construction Equipment Company #2
	Price	Price	Price	Price	Price	Price	Price	Price
4.7 PRICING								
4.7.1. Trailer as per Section 2	14,538.72	16,614.00	16,201.00	19,812.00	16,900.00	16,059.00	16,125.00	17,500.00
4.8. Trade-In	(1,000.00)	(3,700.00)	(4,050.00)	(4,000.00)	(6,400.00)	0.00	(2,250.00)	(2,250.00)
4.9. Grand Total (less Trade-In: 4.7.1. - 4.8)	13,538.72	12,914.00	12,151.00	15,812.00	10,500.00	16,059.00	13,875.00	15,250.00
4.10. Warranty	See bid	1year	1year	1year	N/R	See Bid	See Bid	See Bid
4.11. Deviations	See bid	See bid	N/R	N/R	N/R	See Bid	See Bid	See Bid
4.13. Cooperative	Yes	Yes	Yes	Yes	N/R	Yes	Yes	Yes
4.14. Delivery ARO	18 weeks	7 weeks	6-8 weeks	8-10 weeks	30 days	5-7 weeks	75-90 days	75-90 days

No Bids

Sydenstricker
 Luby Equipment and Services
 GM Supply Company Inc.
 Maxwell Trailers & Pickup Acc.

Opened By: Melinda Bobbitt
Recorded By: Greg Edington
Date: May 17, 2005
Time: 10:33 a.m.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/07/05

FIXED ASSET TAG NUMBER: 8784

DESCRIPTION: 1994 Conrail CG-20 (gooseneck) 10 ton trailer, SN: 1P9F20D22RG162979.

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION:

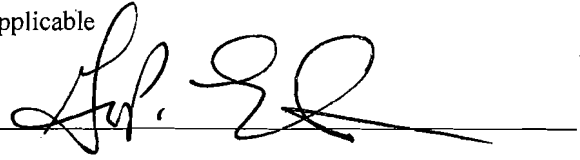
CONDITION OF ASSET: Fair, trailer neck bent slightly, deck is fair.

REASON FOR DISPOSITION: Replacing with new trailer, unit will not work with any trucks in the fleet.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not Applicable

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 01/5/94

ORIGINAL COST \$7968

ORIGINAL FUNDING SOURCE 2741-RAB

1605

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 260-2005

DATE APPROVED 30/JUNE 2005

SIGNATURE 

**PURCHASE AGREEMENT FOR
Twenty Ton Trailer**

THIS AGREEMENT dated the 30 day of JUNE 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cooke Sales & Service Company**, 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 the Twenty Ton Trailer, bid number **38-17MAY05** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated May 10, 2005 executed by Oscar M. Cooke, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

- | | |
|---|--------------|
| • Item 4.7.1. – Twenty (20) Ton Trailer | \$16,900.00 |
| • Trade-In One (1) 1994 Conrail CG-20 (Gooseneck) 10 ton trailer
Serial #1P9F20D22RG162979 | (\$6,400.00) |
| • For a total cost of | \$10,500.00 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.


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

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

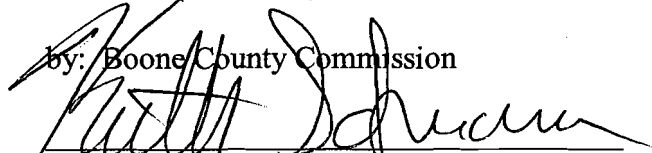
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

Cooke Sales & Service Company

by 
title President

BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

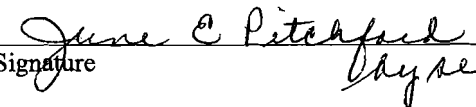

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

<u></u> Signature	<u>6/17/05</u> Date	2040/92400 - \$10,500.00 Appropriation Account
---	------------------------	--

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

30th day of June

20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 37-17MAY05 for Tandem Axle Dump Trucks to Lou Fusz Chevrolet for their Bid #2 Lou Fusz Chevrolet with Knapheide Truck Equipment. The County Commission further orders the disposal through trade-in of the following:

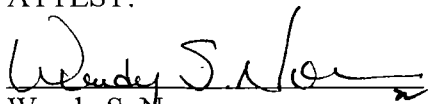
- Trade-In One (1) 1991 International 4900 Single Axle Truck
VIN# 1HTSDZ7N4MH350468
- Trade-In One (1) 1991 International 4900 Single Axle Truck
VIN# 1HTSDZ7N2MH350467
- Trade-In One (1) 1994 International 4900 Single Axle Truck
VIN# 1HTSDAAN4RH594591
- Trade-In One (1) 1992 Swenson Material Spreader Serial #57824
- Trade-In One (1) 1994 Larson Material Spreader Serial #101193
- Trade-In One (1) 1995 Henderson Material Spreader Serial #16859

It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract and disposal request forms.

Done this 30th day of June, 2005.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

261-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: June 16, 2005
RE: 37-17MAY05 Tandem Axle Dump Trucks

The bid for Tandem Axle Dump Trucks closed on May 17, 2005. Four bids were received. Purchasing and the Public Work's department recommend award to Lou Fusz Chevrolet for their Bid #2 Lou Fusz Chevrolet with Knapheide Truck Equipment. The attached memo from Public Works outlines the reasons why the low bid, Lou Fusz with the MSTE Equipment does not meet the required specifications.

Total cost of the contract is \$341,270.00 to be paid out of department 2040 - PW Maintenance Operations, account number 92300 - Replacement Machinery/Equipment and 2040 - PW Maintenance Operations, account number 92400 - Replacement Autos/Trucks. The Purchasing Department requests approval for trade-in of the following equipment:

- Trade-In One (1) 1991 International 4900 Single Axle Truck
VIN# 1HTSDZ7N4MH350468
- Trade-In One (1) 1991 International 4900 Single Axle Truck
VIN# 1HTSDZ7N2MH350467
- Trade-In One (1) 1994 International 4900 Single Axle Truck
VIN# 1HTSDAAN4RH594591
- Trade-In One (1) 1992 Swenson Material Spreader Serial #57824
- Trade-In One (1) 1994 Larson Material Spreader Serial #101193
- Trade-In One (1) 1995 Henderson Material Spreader Serial #16859

The budgeted amount for this purchase is \$344,900.00.

Please find attached disposal forms, a memo from Public Works, and a copy of the bid tabulation for your review.

ATT: Disposal Forms
Public Works Memo
Bid Tabulation

cc: Greg Edington, Public Works
Bid File

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: June 15, 2005
To: Heather Turner
From: Greg Edington
Subject: Bid Recommendation: #37-17MAY05 Tandem Axle Dump Trucks

The PW Department recommends against purchasing the lowest price bid as submitted by Lou Fusz Chevrolet with MSTE as the builder. The specifications were reviewed from the builder and over 50% of the proposed equipment does NOT substantially meet specifications. We feel that the Second lowest bid, also submitted by Lou Fusz Chevrolet with Knaphiede as a builder, DOES substantially meet specifications.

In a fax dated 6/14/2005, Lou Fusz clarified their bid to indicate that they can meet the horsepower minimum of 285 HP with a 300 HP CAT engine with no change to their original proposal.

We need to include in the price of this purchase an extra \$3,665 for extended warranty on the engine and transmission. The Department also recommends purchasing Optional Item #1 (Snow Plow Balance Valves) for a total option price of \$4425.

The total cost of the Trucks, Spreaders and options total: \$341,270.

BID TABULATION
37-17MAY05 -
Tandem Axle
Dump Trucks

	Lou Fusz Chevrolet Bid #1 - MSTE			Putnam Chevrolet			Al Scheppers Motor Company			Lou Fusz Chevrolet Bid #2 - Knapheide		
	Unit	Qty	Extention	Unit	Qty	Extention	Unit	Qty	Extention	Unit	Qty	Extention
4.7 PRICING												
4.7.1. 2005 Tandem Axle Dump Truck per Section 2.3	\$61,215.00	3	\$183,645.00	\$61,000.00	3	183,000.00	\$63,460.00	3	190,380.00	\$61,215.00	3	183,645.00
4.7.2. Dump Truck Body per Section 2.4	\$20,593.00	3	\$61,779.00	\$20,550.00	3	61,650.00	\$20,550.00	3	61,650.00	\$20,550.00	3	61,650.00
4.7.3. Central Hydraulic/Controller System per Section 2.5	\$10,766.00	3	\$32,298.00	\$19,645.00	3	58,935.00	\$19,645.00	3	58,935.00	\$19,645.00	3	58,935.00
4.7.4. V-Box Spreader per Section 2.6	\$15,860.00	3	\$47,580.00	\$16,750.00	3	50,250.00	\$16,750.00	3	50,250.00	\$16,750.00	3	50,250.00
4.7.5. TOTAL			\$325,302.00			353,835.00			361,215.00			354,480.00
Optional Items												
Snow Plow Balance Valve per Section 2.7.	\$615.00	3	\$1,845.00	\$1,475.00	3	4,425.00	\$1,475.00	3	4,425.00	\$1,475.00	3	4,425.00
Pre-Wetting System per Section 2.5.10.	\$3,440.00	3	\$10,320.00	\$3,130.00	3	9,390.00	\$3,130.00	3	9,390.00	\$3,130.00	3	9,390.00
4.8. Trade-In Vehicles and Equipment												
4.8.1. 1991 International 4900 Single Axle Truck VIN #1HTSDZ7N4MH350468			(\$6,100.00)			(\$3,250.00)			(\$6,000.00)			(\$6,100.00)
4.8.2. 1991 International 4900 Single axle Truck VIN# 1HTSDZ7N2MH350467			(\$6,100.00)			(\$5,250.00)			(\$7,500.00)			(\$6,100.00)

	Lou Fusz Chevrolet Bid #1 - MSTE			Putnam Chevrolet			Al Scheppers Motor Company			Lou Fusz Chevrolet Bid #2 - Knapheide		
4.8.3. 1994 International 4900 Single axle Truck VIN# 1HTSDAAN4RH594591			(\$7,600.00)			(\$4,000.00)			(\$7,500.00)			(\$7,600.00)
4.8.4. 1992 Swenson material spreader, serial number: 57824			(\$25.00)			(\$700.00)			(\$700.00)			(\$700.00)
4.8.5. 1994 Larson material spreader, serial number: 101193			(\$25.00)			(\$400.00)			(\$400.00)			(\$400.00)
4.8.6. 1995 Henderson material spreader, serial number: 16859			(\$25.00)			(\$400.00)			(\$400.00)			(\$400.00)
4.8.7. Trade-In Total			(\$19,875.00)			(\$14,000.00)			(22,500.00)			(\$21,300.00)
4.9. GRAND TOTAL (4.7.5 - 4.8.7.)			\$305,427.00			339,835.00			338,715.00			333,180.00
4.10. Warranty			SB			SB			SB			SB
4.11. Deviations			SB			SB			SB			SB
4.13. Cooperative			Yes			Yes			Yes			Yes
4.14. Delivery ARO			130-190 days			120-150 days			18 weeks			130-190 days

No Bids

Knapheide Truck
Sterling Trucks (bid
undeliverable)
Columbia Freightliner Sales
Tom Boland Ford, Sterling,
Western Star

Maxwell Trailers & Pickup Acc.
Roberts Fleet

Opened By: Melinda Bobbitt

Recorded By: Greg Edington

Date: 5/17/05

Time: 10:42 a.m.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/07/05

FIXED ASSET TAG NUMBER: 6947

DESCRIPTION: 1991 International 4900 Single axle truck with 14' flatbed and hoist.

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION: VIN: 1HTSDZ7N2MH350467, Vehicle number 1716

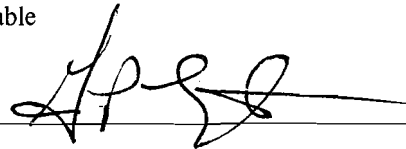
CONDITION OF ASSET: Fair.

REASON FOR DISPOSITION: Replacing unit with tandem axle dump truck, vehicle has exceeded normal life cycle term

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not Applicable

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE

1/25/91

ORIGINAL COST

\$44,900

1605

ORIGINAL FUNDING SOURCE

2741-R4B

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 261-8005

DATE APPROVED 30 JUNE 2005

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/07/05

FIXED ASSET TAG NUMBER: 6946

DESCRIPTION: 1991 International 4900 Single axle truck with 14' flatbed and hoist.

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION: VIN: 1HTSDZ7N2MH350468, Vehicle number 1732

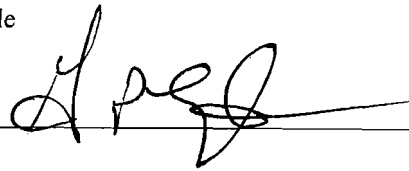
CONDITION OF ASSET: Fair.

REASON FOR DISPOSITION: Replacing unit with tandem axle dump truck, vehicle has exceeded normal life cycle term

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not Applicable

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 1/25/91

ORIGINAL COST 45,600 1605

ORIGINAL FUNDING SOURCE 2741-R&B TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 261-2005

DATE APPROVED _____

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/07/05

FIXED ASSET TAG NUMBER: 8225

DESCRIPTION: 1994 International 4900 Single axle truck with dumpbed and hoist.

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION: VIN: 1HTSDAAN4RH594591, Vehicle number 1718

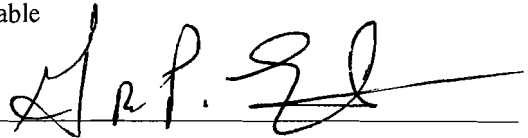
CONDITION OF ASSET: Fair.

REASON FOR DISPOSITION: Replacing unit with tandem axle dump truck, vehicle has exceeded normal life cycle term

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not Applicable

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE

3/2/94

ORIGINAL COST

442,972.50 1605

ORIGINAL FUNDING SOURCE

2741-R&B

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

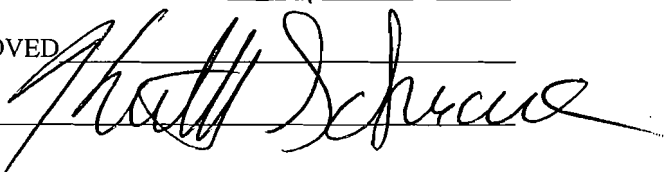
EXPLAIN _____

COMMISSION ORDER NUMBER

261-2005

DATE APPROVED _____

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/07/05

FIXED ASSET TAG NUMBER: 7271

DESCRIPTION: 1992 Swenson Material Spreader, model SW13, serial number: 57824

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION:

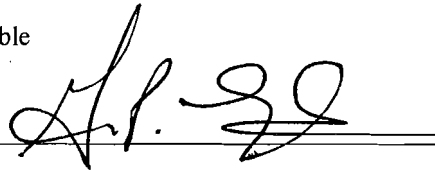
CONDITION OF ASSET: Poor.

REASON FOR DISPOSITION: Unit has surpassed useful life, without major repairs the unit will cease to function properly.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not Applicable

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE

11/7/92

ORIGINAL COST

2,551

1604

ORIGINAL FUNDING SOURCE

2741-RAB

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

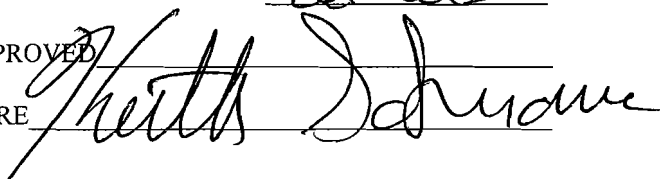
EXPLAIN _____

COMMISSION ORDER NUMBER

261-2005

DATE APPROVED _____

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/07/05

FIXED ASSET TAG NUMBER: 8827

DESCRIPTION: 1994 Larson Material Spreader, model L510, serial number: 101193

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION:

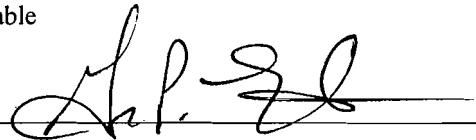
CONDITION OF ASSET: Poor.

REASON FOR DISPOSITION: Unit has surpassed useful life, without major repairs the unit will cease to function properly.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not Applicable

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE

11/30/94

ORIGINAL COST

75,301

1604

ORIGINAL FUNDING SOURCE

2741-RAB

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE

____ AUCTION

____ SEALED BIDS

____ OTHER

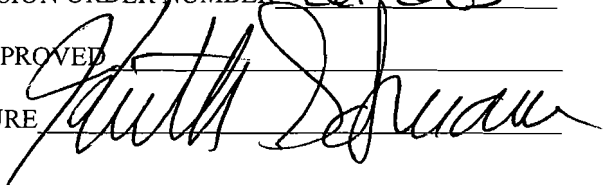
EXPLAIN _____

COMMISSION ORDER NUMBER

261-2005

DATE APPROVED

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 05/07/05

FIXED ASSET TAG NUMBER: 10297

DESCRIPTION: 1995 Henderson Material Spreader, model FSH13, serial number: 16859

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION:

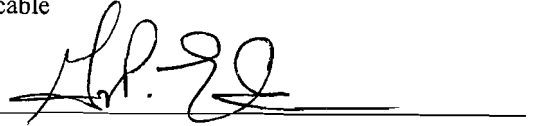
CONDITION OF ASSET: Poor.

REASON FOR DISPOSITION: Unit has surpassed useful life, without major repairs the unit will cease to function properly.

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Not Applicable

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE 8/24/95
ORIGINAL COST \$6,879.75 - #0 1604
ORIGINAL FUNDING SOURCE 2741-RAB TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE ____ AUCTION ____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 261-2005

DATE APPROVED _____

SIGNATURE Phillip J. Juana

6/16/05

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

.0663

Lou Fusz Chevrolet

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

261-2005

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

#37-17MAY05

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2040

Bill To Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
0040	92400	Tandem Axle Dump Trucks	3	61215.00	183645.00
		Dump Truck Body	3	20550.00	61650.00
		Central Hydraulic/Controller System	3	19645.00	58935.00
		Snow Plow Balance Valves	3	1475.00	4425.00
		5 Year/150,000 Mile Engine/Transmission Extended Warranty	1	3665.00	3665.00
		Trade-In 1991 International 4900 Single Axle Truck VIN# 1HTSDZ7N4MH350468	1		(6100.00)
		Trade-In 1991 International 4900 Single Axle Truck VIN# 1HTSDZ7N2MH350467	1		(6100.00)
		Trade-In 1994 International 4900 Single Axle Truck VIN# 1HTSDAAN4RH594591	1		(7600.00)
2040	92300	V-Box Spreaders	3	16750.00	50250.00
		Trade-In One (1) 1992 Swenson Material Spreader Serial #57824	1		(700.00)
		Trade-In One (1) 1994 Larson Material Spreader Serial #101193	1		(400.00)
		Trade-In One (1) 1995 Henderson Material Spreader Serial #16859	1		(400.00)
		TOTAL			341270.00

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

 6-20-05
Requesting Official

Auditor Approval

**PURCHASE AGREEMENT FOR
Tandem Axle Dump Trucks**

THIS AGREEMENT dated the 30 day of JUNE 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lou Fusz Chevrolet**, 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 the Tandem Axle Dump Trucks, bid number **37-17MAY05** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated May 13, 2005 executed by Bryan Fox, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

Bid #2 Lou Fusz Chevrolet and Knapheide Truck Equipment

• Item 4.7.1. – Three (3) 2005 Tandem Axle Dump Trucks	\$183,645.00
• Item 4.7.2. – Three (3) Dump Truck Bodies	\$61,650.00
• Item 4.7.3. – Three (3) Central Hydraulic/Controller Systems	\$58,935.00
• Item 4.7.4. – Three (3) V-Box Spreaders	\$50,250.00
• Optional Item - Three (3) Snow Plow Balance Valves	\$4,425.00
• 5 Year/150,000 Mile Engine & Transmission Extended Warranty	\$3,665.00
• Trade-In One (1) 1991 International 4900 Single Axle Truck VIN# 1HTSDZ7N4MH350468	(\$6,100.00)
• Trade-In One (1) 1991 International 4900 Single Axle Truck VIN# 1HTSDZ7N2MH350467	(\$6,100.00)
• Trade-In One (1) 1994 International 4900 Single Axle Truck VIN# 1HTSDAAN4RH594591	(\$7,600.00)
• Trade-In One (1) 1992 Swenson Material Spreader Serial #57824	(\$700.00)
• Trade-In One (1) 1994 Larson Material Spreader Serial #101193	(\$400.00)
• Trade-In One (1) 1995 Henderson Material Spreader Serial #16859	(\$400.00)
• For a total cost of	\$341,270.00

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 130-190 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days

of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

Lou Fusz Chevrolet

by _____

title _____

BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Handwritten signature]

County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

Jane E. Pitchford
Signature *by se*

6/21/05
Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the 30th day of June 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid MM46 for Rock Salt and Sodium Chloride – Term and Supply as follows and authorize the Presiding Commissioner to sign said contracts:

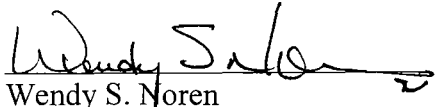
- GM Supply Company – Rock Salt Bags
- North American Salt Company – Sodium Chloride Bulk

Done this 30th day of June, 2005.



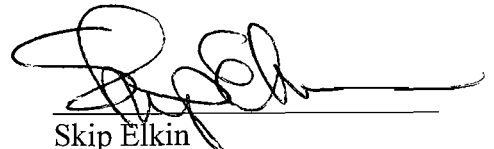
Keith Schmarre
Presiding Commissioner

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

262-2009

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 20, 2005
RE: MM46 – Rock Salt and Sodium Chloride – Term and Supply

The Bid for Rock Salt and Sodium Chloride Term and Supply closed on June 14, 2005. Four bids were received. Purchasing and Public Works recommend award by low bid, by line item as follows:

GM Supply Company – Rock Salt Bags
North American Salt Company – Sodium Chloride Bulk

This Term & Supply contract will be paid out of department 2040 PW Maintenance Operations, account number 26300 Material and Chemical Supplies. The original budget is for \$155,480, and \$153,186 remains in the account at this time.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: David Mink, Public Works
Liz Sanders, City of Columbia
Lynn Behrens, City of Centralia
Bid File

BID TABULATION

MM46-Rock Salt and Sodium Chloride-Term and Supply

Ren Potterfield Trucking, Inc.	Gunther Salt Company	North American Salt Company	GM Supply Company Inc.
-----------------------------------	----------------------	--------------------------------	---------------------------

Bid Prices For July 1, 2005-June 30, 2006 Are As Follows

Description	Unit	Qty	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
1 Rock Salt	Bag	4000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 3.35	\$ 13,400.00
2 Sodium Chloride	Tons	4000	\$ 47.00	\$ 188,000.00	\$ 53.50	\$ 214,000.00	\$ 43.50	\$ 174,000.00	No Bid	No Bid

7 Renewal Increases

Max Increase for renewal for each year			0%				4%
Co-op?			No		No		No
Delivery			3-5 Working Days		1 - 3 Days		3 - 5 Days
							As Required

No Bids

Opened By: Melinda Bobbitt

Recorded By: Kerry Patton

Date: 6/14/05

Time: 10:33 a.m.

**PURCHASE AGREEMENT
FOR
ROCK SALT AND SODIUM CHLORIDE TERM AND SUPPLY**

THIS AGREEMENT dated the 30 day of JUNE 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **North American Salt Company**, 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 **Rock Salt and Sodium Chloride**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Rock Salt and Sodium Chloride Term and Supply, bid number **MM46**, Mid-Missouri Public Purchasing Instructions and General Conditions, General Provisions, Specifications for Rock Salt and Sodium Chloride, the un-executed Vendor Response Sheet, as well as the Contractor's bid response dated June 8, 2005 and executed by Linda Winter on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions, General Provisions, Specifications for Rock Salt and Sodium Chloride, and the un-executed Vendor Response Sheet, shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall be for the period **July 1, 2005 through June 30, 2006** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for four additional one-year period 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.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with line item number two from bid, **Sodium Chloride Bulk @ \$43.50 per ton per full truckload**. The items shall 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.

4. **Delivery** - Contractor agrees to deliver the items as specified as required by the County after receipt of order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department 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.

NORTH AMERICAN SALT COMPANY

BOONE COUNTY, MISSOURI

by Linda Winter
title SALES MANAGER
address 9900 W. 109th St. Ste 600
Overland Park, KS 66210

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

APPROVED AS TO FORM:
[Signature]
County Counselor

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) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

no encumbrances required 2040/26300 Term/Supply
Signature by Date 6/17/05 Appropriation Account

**PURCHASE AGREEMENT
FOR
ROCK SALT AND SODIUM CHLORIDE TERM AND SUPPLY**

THIS AGREEMENT dated the 30 day of JUNE 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **GM Supply Company, Inc.**, 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 **Rock Salt and Sodium Chloride**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Rock Salt and Sodium Chloride Term and Supply, bid number **MM46**, Mid-Missouri Public Purchasing Instructions and General Conditions, General Provisions, Specifications for Rock Salt and Sodium Chloride, the un-executed Vendor Response Sheet, as well as the Contractor's bid response dated June 13, 2005 and executed by William P. Tieder on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Instructions and General Conditions, General Provisions, Specifications for Rock Salt and Sodium Chloride, and the un-executed Vendor Response Sheet, shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period **July 1, 2005 through June 30, 2006** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by written order of the County for four additional one-year period 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with line item number one from bid, **Rock Salt bags @ \$3.35** per bag based on truckload delivery of 20 pallets. The items shall 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.

4. Delivery - Contractor agrees to deliver the items as specified as required by the County after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department 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.

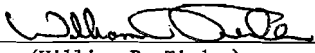
8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

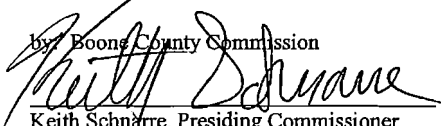
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

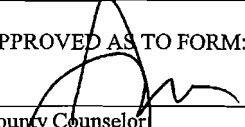
GM SUPPLY COMPANY INC.

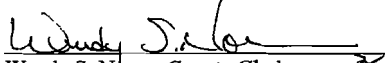
BOONE COUNTY, MISSOURI

by 
(William P. Tieder)
title Vice-President

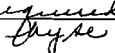
by 
Boone County Commission
Keith Schnarre, Presiding Commissioner

address 8300 I-70 Drive SE
Columbia, MO 65201

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

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

no encumbrance required 6/17/05 2040/26300 Term/Supply
Signature  Date Appropriation Account

263 2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

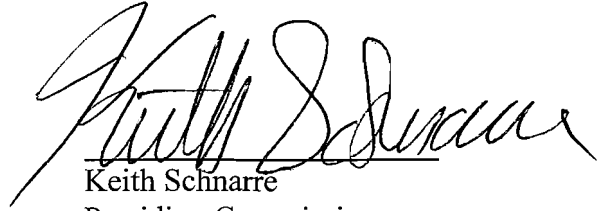
In the County Commission of said county, on the

30th day of June 20 05

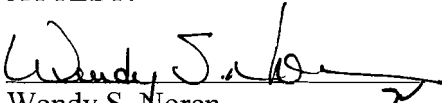
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Tax Collection Agreement with the City of Rocheport. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.


Done this 30th day of June, 2005.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

TAX COLLECTION AGREEMENT

This agreement, made and entered into this 6th day of June, 2005, by and between the City of Rocheport, Missouri, a municipal corporation, hereinafter called the "City", and Boone County, Missouri, through the Boone County Commission, hereinafter called the "County", and Tom Schauwecker, Boone County Assessor, hereinafter called the "Assessor", Wendy S. Noren, Boone County Clerk, hereinafter called the "Clerk", and Patricia S. Lensmeyer, Boone County Collector of Revenue, hereinafter called the "Collector";

WHEREAS, the City and County are empowered, under Article VI, Section 16 of the Missouri Constitution, and Sections 50.332 & 70.220, RSMo., to enter into certain cooperative agreements for collection of property taxes; and

WHEREAS, the parties hereto believe it to be mutually advantageous for the County to assess, prepare and collect property taxes for the City for an agreed compensation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I

The County by and through the County Assessor agrees to perform the assessment function of determining the fair market value and true assessed value of all real and personal property located within the City boundaries.

II

The County by and through the County Clerk and the Information Services Department agrees to create, on behalf of the City, tax billing amounts relating to all real and personal property located within the City boundaries including surtax on businesses located within the boundaries of the City. Such billing amounts are to be included and identified separately on tax bills generated on taxable property within the boundaries of the City, and shall include property taxes relating to the City of Rocheport, Missouri.

III

The County, by and through the County Collector, hereby agrees to bill and collect, on behalf of the City, all monies due and owing the City for taxable property within the boundaries of the City.

IV

The County agrees that the City shall have access, during reasonable times and under the supervision of the Clerk or Collector, whichever is appropriate, to all data relating to the City taxes accumulated under the tax collection and processing system.

V

The County agrees to remit to the City, the receipts due the City at the same time the Collector remits other receipts similarly collected on behalf of other cities within the County; provided, however, that there shall be a remittance to the City at least once per month at which time the Collector shall provide a Statement of Monthly Collections Report.

VI

The City shall fix its ad valorem property tax rates, as provided in section 67.110 RSMo., not later than September first for entry in the tax books. If the City should fail to comply with Section 67.110 RSMo., then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year and the Collector will neither bill nor collect City taxes for that year either current or delinquent. However, the Collector will continue to collect and disburse prior year taxes under this agreement. A new agreement will have to be entered into by all parties to resume collecting current taxes.

VII

The parties agree that the Collector shall have the responsibility for collection of all current and delinquent real and personal property taxes, including penalties, interest and fees. Such collection of taxes, penalties, interest and fees shall be conducted in accordance with applicable law(s).

VIII

The parties agree to the following: The Collector shall withhold a sum equal to one percent (1%) of all taxes, penalties and fees collected by the Collector on behalf of the

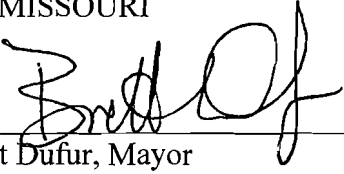
City as compensation for the bill creation and collections services herein provided by the County and said sum shall be deposited by the Collector in the Boone County general revenue fund. As required by Section 137.720.1 and Section 137.750, RSMo., the Collector further shall withhold one-half of one percent (1/2%) of all ad valorem property taxes collected by the Collector on behalf of the City to fund the costs and expenses incurred in assessing real and personal property. As further required by Section 137.720.2 and Section 137.750, RSMo., and subject to the provisions of subsections 5 and 6 of Section 137.750, RSMo, the Collector further shall withhold each calendar year an additional one-eighth of one percent (1/8%) of all ad valorem property taxes collected by the Collector on behalf of the City, provided that for each calendar year, if the total amount of ad valorem property taxes, so further withheld by the Collector from the political subdivisions in Boone County, Missouri under Section 137.720.2 , RSMo. shall exceed one hundred thousand dollars (\$100,000.00), the Collector shall pay to the City once during each calendar year such proportionate amount so further withheld the previous calendar year, plus interest, if any, on such sums received on behalf of the City and other political subdivisions in excess of one hundred thousand dollars (\$100,000.00). All sums withheld by the Collector, as required by Section 137.720 and Section 137.750, RSMo., shall be deposited by the Collector in the Boone County Assessment Fund. All amounts withheld by the Collector shall be withheld proportionately from each separate property tax. The Collector shall then remit to the City the balance collected after the applicable amounts have been withheld from each separate property tax. The Collector shall provide the City a written itemization showing the balance remitted for each separate property tax.

IX

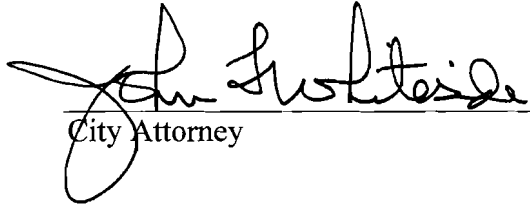
The parties hereto mutually agree that the term of this agreement begins upon acceptance by all parties and ends February 28, 2006, provided, however, that any party may terminate this agreement within sixty (60) days by serving upon all other parties to the agreement written notice of its intention to terminate the agreement. The parties hereto mutually agree that this contract will be automatically renewed on March 1, 2006, and will continue to renew on March 1 of each subsequent year unless any party serves written notice of termination no less than ninety (90) days prior to the renewal date.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

CITY OF ROCHEPORT, MISSOURI

By 
Brett Dufur, Mayor

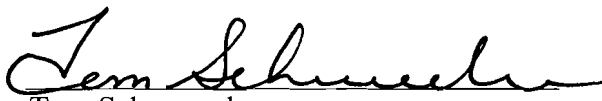
APPROVED AS TO FORM:


City Attorney

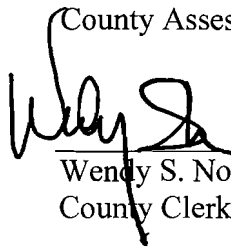
ATTEST:



Shirley Jenkins, City Clerk

COUNTY OF BOONE


Tom Schauwecker
County Assessor


Keith Schnarre
Presiding Commissioner

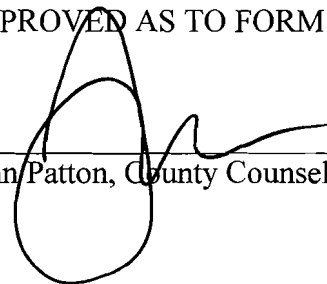

Wendy S. Noren
County Clerk


Patricia S. Lensmeyer
Collector of Revenue

ATTEST:


Wendy S. Noren
Clerk of the County Commission

APPROVED AS TO FORM:


John Patton, County Counselor

26th 2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the 30th day of June 20 05


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

Now on this day the County Commission of the County of Boone does hereby compute the final cost of the road improvement project for the Summers Lane Neighborhood Improvement District as certified by the Auditor to be \$ 64,056.86.

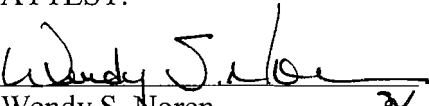
The County Commission does hereby apportion the cost of said project equally by lot/tract of property within said district according to the provisions of 67.463.2 RSMO. (1993Supp.) and petition approved by said Commission.

The County Commission further orders special assessments against the properties as described in the attached Exhibit A and orders the Clerk to proceed with the notification and collection of said assessments pursuant to the statutory provisions of 67.463 RSMo.

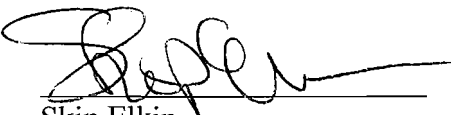
Done this 30th day of June, 2005.

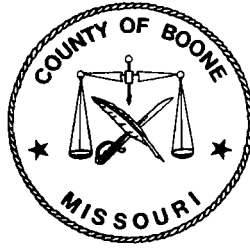

Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



**Boone County Public Works
Memorandum**

Date: June 29, 2005

To: Keith Schnarre, Presiding Commissioner
Karen Miller, District I
Skip Elkin, District II

From: John P. Watkins II *JPW-II*

Subject: Summers Lane NID - Pre-Bond Assessment

Final costs have been tabulated and certified by the Boone County Auditor. The Certified Project Cost is \$ **64,056.86**. (attached)

The Petition Estimate was \$ 73,266.00 or \$ 12,211.00 per lot (6 lots)

Actual Costs = \$ 64,056.86 or \$ 10,676.14 per lot

A sample of the Pre-Bond Assessment letter is attached for your review.

If the Commission concurs with the Certified Cost, a motion should be made as shown on the attached Order.

Thanks

attachments (3)

cc. Shawna Vitctor

Summers Lane NID - 5210 - Certified Costs

<u>Account</u>		
71100	\$ 58,350.97	Christensen Construction
71100	\$ 30.00	Recorder of Deeds
71100	\$ 105.20	Brake Printing
	<u>\$ 58,486.17</u>	
71104	\$ 157.92	PW Design & Construction Costs
71104	\$ 599.06	NID Coordinator Costs
71104	\$ 3,912.00	Administration Costs
	<u>\$ 4,668.98</u>	
84100	\$ 1,136.24	Interest
84100	\$ 243.02	Interest June 1, 2005 through July 17, 2005 (effective date of assessment)
	<u>\$ 1,379.26</u>	
84400	<u>\$ -</u>	
Total	<u>\$ 64,534.41</u>	agrees to 2004-2005 2905
Less	\$ (23.68) Interest Earned	2004-2005 account 3711 overnight interest
	\$ (72.06) Interest Earned	2004-2005 fund 521 - 1205 interest received
	\$ (225.49) Interest Earned	2004-2005 fund 521 - 1006 gains/losses on investments
	\$ (153.62) Interest Earned	2005 fund 521 - 1205 balance as of 6/1/05
	<u>\$ (474.85)</u>	agrees to 2004-2005 2906
Plus	Collector's Commission *	agrees to 2004-2005 2905 & 2912
	<u>\$ 64,059.56</u>	CERTIFIED PROJECT COST

* Policy changed to charge Collector's Commission after NID bonds are issued to those participants that have not paid NID assessment in full.

Calculation for Collector's Commission follows: NID Costs \$64,534.41 less \$477.55 interest/fee plan revenue = \$64,056.86 \ .99 = \$64,703.90 \$64,703.90 - \$64,534.41 = \$169.49.

Fees for recording of individual liens are not included in certified costs. They will be included in bond issuance supplemental costs for those participants that have not paid the NID assessment in full when bonds are issued.

7/28/04	\$ 3,000.00	cash - loan
12/15/04	88,580.00	cash - loan
	91,580.00	total
	1,379.26	2004-05 interest expense (84100) - interest charged, loan increased, but no cash moved
	<u>92,959.26</u>	agrees to 521-2330 Loan Payable to Other Fund
	(64,059.56)	Certified Costs
	<u>\$ 28,899.70</u>	cash
6/1/05	28,899.70	521-1000
	<u>\$ 28,899.70</u>	

<date>

Summers Lane NID Computation of Administrative Fee

71104	Lump Sum Cost		\$ 3,500
	Billing Unit Cost	(\$20*6)	120
	Payment/Check Costs	(.50% CC - \$58,350.97)	<u>292</u>
			<u>\$ 3,912</u>

fund/ dept	account	amount	debit/ credit	description	date	trans code	trans year	trans no	
521	1006	2.20	C	I 10/31/2004 Capital Gains	10/31/04	40	2004	12	0
521	1006	2.20	C	I 10/31/2004 Capital Gains	11/24/04	40	2004	1	0
521	1006	49.06	C	I 12/31/2004 Capital Gains	12/31/04	40	2004	25	0
521	1006	32.83	C	I 01/31/2005 Capital Gains	1/31/05	40	2005	6	0
521	1006	98.89	C	I 02/28/2005 Capital Gains	2/28/05	40	2005	12	0
521	1006	31.60	C	I 03/31/2005 Capital Gains	3/31/05	40	2005	18	0
521	1006	18.12	C	I 04/30/2005 Capital Gains	4/30/05	40	2005	30	0
521	1006	(4.57)	D	AUG 2004 REDEEMED INVEST LOSS	8/31/04	40	2004	770	0
521	1006	(2.20)	D	I 10/31/2004 Capital Gains	11/24/04	40	2004	8	0
521	1006	(5.44)	D	I 11/30/2004 Capital Gains	11/30/04	40	2004	20	0
		225.49							
521	1006	1.44	C	SEP04 CHANGE IN FV INVESTMENTS	9/30/04	40	2004	860	0
521	1006	2.91	C	I 10/31/2004 Change in Value	11/24/04	40	2004	9	0
521	1006	4.44	C	I 11/30/2004 Change in Value	11/30/04	40	2004	19	0
521	1006	0.05	C	I 02/28/2005 Change in Value	2/28/05	40	2005	13	0
521	1006	9.38	C	I 03/31/2005 Change in Value	3/31/05	40	2005	19	0
521	1006	(7.53)	D	AUG 2004 CHG IN FV INVESTMENTS	8/31/04	40	2004	771	0
521	1006	(2.91)	D	I 10/31/2004 Change in Value	10/31/04	40	2004	13	0
521	1006	(2.91)	D	I 10/31/2004 Change in Value	11/24/04	40	2004	3	0
521	1006	(76.82)	D	I 12/31/2004 Change in Value	12/31/04	40	2004	28	0
521	1006	(36.91)	D	I 01/31/2005 Change in Value	1/31/05	40	2005	5	0
521	1006	(71.51)	D	I 04/30/2005 Change in Value	4/30/05	40	2005	31	0
521	1205	1.60	C	OCT04 INTEREST RECEIVED	10/31/04	40	2004	899	0
521	1205	5.53	C	I 11/30/2004 Interest Received	11/30/04	40	2004	18	0
521	1205	5.74	C	I 12/31/2004 Interest Received	12/31/04	40	2004	24	0
521	1205	5.07	C	I 01/31/2005 Interest Received	1/31/05	40	2005	1	0
521	1205	6.92	C	I 02/28/2005 Interest Received	2/28/05	40	2005	10	0
521	1205	6.04	C	I 03/31/2005 Interest Received	3/31/05	40	2005	16	0
521	1205	19.62	C	I 04/30/2005 Interest Received	4/30/05	40	2005	28	0
		50.52							
521	1205	3.27	D	I 10/31/2004 Interest Earnings	10/31/04	40	2004	14	0
521	1205	1.79	D	JUN-OCT04 INT EARNED CORRECT'N	11/1/04	40	2004	1003	0
521	1205	3.27	D	I 10/31/2004 Interest Earnings	11/24/04	40	2004	4	0
521	1205	3.17	D	I 11/30/2004 Interest Earnings	11/30/04	40	2004	21	0
521	1205	19.25	D	I 12/31/2004 Interest Earnings	12/31/04	40	2004	26	0
521	1205	10.96	D	I 01/31/2005 Interest Earnings	1/31/05	40	2005	4	0
521	1205	31.13	D	I 02/28/2005 Interest Earnings	2/28/05	40	2005	11	0
521	1205	48.75	D	I 03/31/2005 Interest Earnings	3/31/05	40	2005	17	0
521	1205	49.56	D	I 04/30/2005 Interest Earnings	4/30/05	40	2005	29	0
521	1205	(3.27)	C	I 10/31/2004 Interest Earnings	11/24/04	40	2004	10	0
521	1205	3.38	D	AUG 2004 INTEREST EARNED	8/31/04	40	2004	769	0
521	1205	3.01	D	SEP04 INTEREST EARNED	9/30/04	40	2004	861	0
5210	3711	0.13	C	FIRST NATIONAL BANK	8/31/04	30	2004	3033	0
5210	3711	0.34	C	FIRST NATIONAL BANK	9/30/04	30	2004	3380	0
5210	3711	0.32	C	I 10/31/2004 Overnight Interes	10/31/04	40	2004	16	0
5210	3711	0.36	C	I 11/30/2004 Overnight Interes	11/30/04	40	2004	22	0
5210	3711	1.89	C	I 12/31/2004 Overnight Interes	12/31/04	40	2004	23	0
5210	3711	2.38	C	I 01/31/2005 Overnight Interes	1/31/05	40	2005	2	0
5210	3711	3.36	C	I 02/28/2005 Overnight Interes	2/28/05	40	2005	9	0
5210	3711	7.20	C	I 03/31/2005 Overnight Interes	3/31/05	40	2005	15	0
5210	3711	5.47	C	I 04/30/2005 Overnight Interes	4/30/05	40	2005	27	0
		21.39							
5210	3712	3.38	C	AUG 2004 INTEREST EARNED	8/31/04	40	2004	769	0
5210	3712	3.01	C	SEP04 INTEREST EARNED	9/30/04	40	2004	861	0
5210	3712	3.27	C	I 10/31/2004 Interest Earnings	10/31/04	40	2004	14	0
5210	3712	1.79	C	JUN-OCT04 INT EARNED CORRECT'N	11/1/04	40	2004	1003	0
5210	3712	3.17	C	I 11/30/2004 Interest Earnings	11/30/04	40	2004	21	0
5210	3712	19.25	C	I 12/31/2004 Interest Earnings	12/31/04	40	2004	26	0
5210	3712	10.96	C	I 01/31/2005 Interest Earnings	1/31/05	40	2005	4	0
5210	3712	31.13	C	I 02/28/2005 Interest Earnings	2/28/05	40	2005	11	0
5210	3712	48.75	C	I 03/31/2005 Interest Earnings	3/31/05	40	2005	17	0

5210	3712	49.56C 174.27	I 04/30/2005 Interest Earnings	4/30/05	40	2005	29	0
5210	3798	7.53C	AUG 2004 CHG IN FV INVESTMENTS	8/31/04	40	2004	771	0
5210	3798	2.91C	I 10/31/2004 Change in Value	10/31/04	40	2004	13	0
5210	3798	2.91C	I 10/31/2004 Change in Value	11/24/04	40	2004	3	0
5210	3798	76.82C	I 12/31/2004 Change in Value	12/31/04	40	2004	28	0
5210	3798	36.91C	I 01/31/2005 Change in Value	1/31/05	40	2005	5	0
5210	3798	71.51C	I 04/30/2005 Change in Value	4/30/05	40	2005	31	0
5210	3798	(1.44)D	SEP04 CHANGE IN FV INVESTMENTS	9/30/04	40	2004	860	0
5210	3798	(2.91)D	I 10/31/2004 Change in Value	11/24/04	40	2004	9	0
5210	3798	(4.44)D	I 11/30/2004 Change in Value	11/30/04	40	2004	19	0
5210	3798	(0.05)D	I 02/28/2005 Change in Value	2/28/05	40	2005	13	0
5210	3798	(9.38)D 180.37	I 03/31/2005 Change in Value	3/31/05	40	2005	19	0
5210	71100	105.20D	BRAKE PRINTING	10/13/04	50	2004	7827	10
5210	71100	30.00D	RECORDER FEES 07/13/04	12/1/04	40	2004	940	0
5210	71100	58,350.97D 58,486.17	CHRISTENSEN CONSTRUCTION CO	12/29/04	50	2004	10238	10
5210	71104	756.08C	REIMB PW DESIGN & CONSTRUCTION	6/3/05	40	2005		0
5210	84100	4.55D	JUL/AUG04 INTEREST-SUMMERS LN	8/31/04	40	2004	725	0
5210	84100	3.90D	SEP04 INTEREST-SUMMERS LANE	9/30/04	40	2004	786	0
5210	84100	4.34D	OCT04 INTEREST-SUMMERS LANE	10/29/04	40	2004	891	0
5210	84100	4.50D	NOV04 INTEREST-SUMMERS LANE RD	11/30/04	40	2004	959	0
5210	84100	90.49D	DEC04 INTEREST-SUMMERS LANE	12/31/04	40	2004	1064	0
5210	84100	175.85D	JAN05 INTEREST-SUMMERS LANE	1/31/05	40	2005	78	0
5210	84100	184.53D	FEB05 INTEREST-SUMMERS LANE	2/28/05	40	2005	172	0
5210	84100	223.46D	MAR05 INTEREST-SUMMERS LANE	3/31/05	40	2005	277	0
5210	84100	218.36D	APR05 INTEREST-SUMMERS LANE	4/30/05	40	2005	377	0
5210	84100	226.26D 1,136.24	MAY05 INTEREST-SUMMERS LANE	5/31/05	40	2005	461	0

Wendy S. Noren
Boone County Clerk

SUMMERS LANE NEIGHBORHOOD IMPROVEMENT DISTRICT
PRE-BOND ASSESSMENT

WILLIS G. RICHMOND
RENEE E. RICHMOND
6960 E. SUMMERS LANE
COLUMBIA, MO 65201

Sample

Tax Parcel # 17-600-23-00-001.09

Legal Description: NE 1/4 Section 23, T 48 N, R 12 W as described by Warranty Deed, recorded in Book 1200, Page 175, being tract five (5) of survey recorded in Book 1144, Page 198, Boone County, Missouri records.

This is to notify you that the County Commission of the County of Boone has levied a special assessment of **\$10,676.14** against the property described above for improvements made under the Neighborhood Improvement District statutes (Sections 67.453 to 67.475 RSMo, the "Neighborhood Improvement District Act").

The assessment for this project is now payable in full. If you do not wish to pay your assessment off at this time, you may elect for your account to start accruing the County Opportunity Cost of 2.80 % until your account is paid in full or until General Obligation Bonds are sold. **Interest will start accruing as of July 18, 2005.**

$(\$10,676.14 \times 2.80\% \text{ interest} \div 365 \text{ days} = \$.82 \text{ per day})$

At a future date, (Fall 2005 / Spring 2006) Boone County will issue General Obligation Bonds to reimburse the County for all expenditures related to this project. Until bonds are issued, you may pay off this assessment at any time based on a daily interest charge as described above.

Once the County issues bonds, the County will be obligated to pay principal plus interest over the life of the bonds, therefore any property owner who has not paid off their NID assessment prior to that sale will be obligated to pay **principal, interest accrued through sale date of bonds, bond issuance costs and bond interest through the life of the bond.** You will be notified by mail prior to the sale of such bonds and given one last opportunity to pay off in full before all the above costs will be added to your pre-bond assessment.

To pay this assessment in full, please:

1. Make check payable to Boone County Collector, 801 E. Walnut, Columbia, MO 65201.
2. On your check, include your tax parcel #, which is 17-600-23-00-001.09 and the word "NID".
3. Check should be for \$10,676.14 plus interest calculated as shown on the back of this page.
4. If you send your check by mail, please calculate interest to include the day you mail your check.

If you have any questions, please call or write to:

John P. Watkins II
Project Development Manager
Boone County Public Works
5551 Highway 63 South
Columbia MO 65201
Tel: 573-449-8515
jwatkins@boonecountymo.org

Sample

**COMMISSION ORDER FOR
SUMMERS LANE NID
(PRE-BOND ASSESSMENT)**

Now on this day the County Commission does hereby compute the final cost of the road improvement project for the Summers Lane Neighborhood Improvement District as certified by the Auditor to be \$ **64,056.86**

The County Commission does hereby apportion the cost of said project equally by lot/tract of property within said district according to the provisions of 67.463.2 RSMO. (1993Supp.) and petition approved by said Commission.

The County Commission further orders special assessments against the properties as described in the attached Exhibit A and orders the Clerk to proceed with the notification and collection of said assessments pursuant to the statutory provisions of 67.463 RSMo.

Done this _____ day of _____, 2005.

ATTEST:

Wendy S. Noren
Clerk of the County Commission

Keith Schnarre
Presiding Commissioner

Karen Miller
District I Commissioner

Skip Elkin
District II Commissioner

Summers Lane Neighb
 Improvement District
 Owners List - Pre-bond Assessment

TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	Legal Description	ACRES	SIGNED	PRE-BOND ASSESSMENT
17-600-23-00-001.00	SMITH	JACK J.	SMITH	DONNA	6901 E. SUMMERS LANE	COLUMBIA	MO	65201	NE 1/4 Section 23, T 48 N, R 12 W as described by Warranty Deed, recorded in Book 2095, Page 658, being tract six (6) of survey recorded in Book 1144, Page 198, Boone County, Missouri records.	9.73	9.73	\$ 10,676.14
17-600-23-00-001.05	SMITH	JACK J.	SMITH	DONNA	6901 E. SUMMERS LANE	COLUMBIA	MO	65201	NE 1/4 Section 23, T 48 N, R 12 W as described by Warranty Deed, recorded in Book 1872, Page 206, being tract one (1) of survey recorded in Book 1144, Page 198, Boone County, Missouri records.	9.94	9.94	\$ 10,676.14
17-600-23-00-001.06	SMITH	JACK J.	SMITH	DONNA	6901 E. SUMMERS LANE	COLUMBIA	MO	65201	NE 1/4 Section 23, T 48 N, R 12 W as described by Warranty Deed, recorded in Book 1600, Page 455, being tract two (2) of survey recorded in Book 1144, Page 198, Boone County, Missouri records.	10.18	10.18	\$ 10,676.14
17-600-23-00-001.07	SMITH	DAVID W.	SMITH	REBECCA D. F.	6861 E. SUMMERS LANE	COLUMBIA	MO	65201	NE 1/4 Section 23, T 48 N, R 12 W as described by Warranty Deed, recorded in Book 1592, Page 409, being tract three (3) of survey recorded in Book 1144, Page 198, Boone County, Missouri records.	10.00		\$ 10,676.14
17-600-23-00-001.08	CONDUCT	MICHAEL TRAVIS	CONDUCT	AMBER LEE	6880 E. SUMMERS LANE	COLUMBIA	MO	65201	NE 1/4 Section 23, T 48 N, R 12 W as described by Quit Claim Deed, recorded in Book 2520, Page 69, being tract four (4) of survey recorded in Book 1144, Page 198, Boone County, Missouri records.	10.00	10.00	\$ 10,676.14
17-600-23-00-001.09	RICHMOND	WILLIS G.	RICHMOND	RENEE E.	6960 E. SUMMERS LANE	COLUMBIA	MO	65201	NE 1/4 Section 23, T 48 N, R 12 W as described by Warranty Deed, recorded in Book 1200, Page 175, being tract five (5) of survey recorded in Book 1144, Page 198, Boone County, Missouri records.	10.00	10.00	\$ 10,676.14
Revised 6-28-05										59.85	49.85	\$ 64,056.84
											83%	

Exhibit A

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

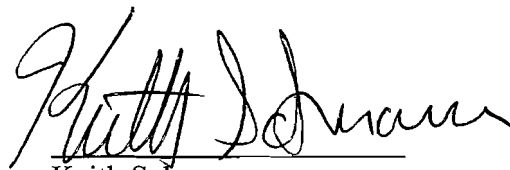
30th day of June

20 05

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

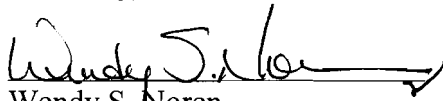
Now on this day the County Commission of the County of Boone does hereby re-appoint Brian J. Pape to the Boone County Building Code Commission for a term that will expire June 30, 2007.

Done this 30th day of June, 2005.



Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

266-2005

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

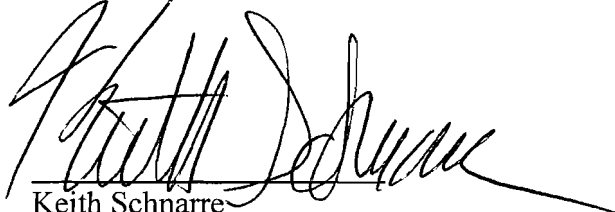
In the County Commission of said county, on the

30th day of June 20 05

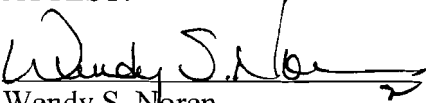
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Courtyard Square on July 8, 2005 from 4:45 to 5:45 p.m. for the Commissioning of a U.S. Army Nurse. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 30th day of June, 2005.


Keith Schnarre
Presiding Commissioner

ATTEST:

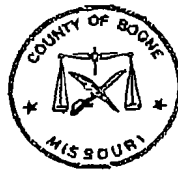

Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



Staff Sergeant Jimmedda L. Hayes
US Army Health Care Recruiter
US Army Health Care Recruiting Team
500 Northwest Plaza, Ste 802
St. Ann, MO 63074
Jimmedda.Hayes@usarec.army.mil
(314) 739-3177
Fax: (314) 739-5297
Cell: (877) 573-9205
1-800-USA-ARMY



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

Boone County Commission

266-2005

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center or Centralia Satellite Office as follows:

Description of Use: Commissioning of US Army Nurse

Date(s) of Use: 8 July 05

Time of Use: From 1645 a.m./p.m. thru 1745 a.m./p.m. 4:45pm + 5:45pm

Facility requested: Courthouse Grounds [] - Courtyard Square [x] - Chambers [] - Chambers Atrium [] - Rm220 [] - Rm208 [] - Rm139 [] Centralia Satellite Office []

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

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

Name of Organization/Person: Jimmedda L. Hayes (1-877-573-9205 cell)

Organization Representative/Title: SSG, USA, HealthCare Recruiter

Address/Phone Number: 500 Northwest Plaza St Ann, MO 63074

Date of Application: 16 June 05

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. No... County Clerk

[Signature] County Commissioner

DATE: 30 JUNE 2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 05

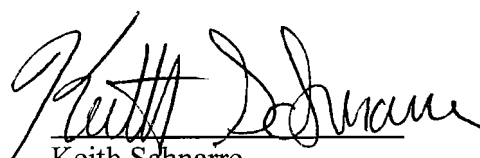
In the County Commission of said county, on the

30th day of June 20 05

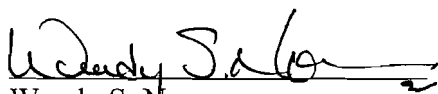
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on August 19, 2005, September 16, 2005 and October 21, 2005 for a Listening Post to inform constituents about State issues and programs sponsored by Representative Judy Baker. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 30th day of June, 2005.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

267-2005

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center or Centralia Satellite Office as follows:

Description of Use: "LISTENING POST" TO INFORM CONSTITUENTS ABOUT STATE ISSUES +

Date(s) of Use: EVERY 3rd FRIDAY OF EACH MONTH: 8/14th; 9/16; 10/21st Programs.

Time of Use: From: 10:30 a.m./p.m. thru 12:30 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Chambers Atrium - Rm220 - Rm208 - Rm139 Centralia Satellite Office

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

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

Name of Organization/Person: JUDY BAKER Contact: Sherreene Smith 356-5507 Cell

Organization Representative/Title: MO STATE REPRESENTATIVE

Address/Phone Number: STATE CAPITOL, 201 W CAPITOL AVE, JCMO 65101

Date of Application: JUNE 22, 2005

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. [Signature]
County Clerk

[Signature]
County Commissioner

DATE: 30 JUNE 2005

CERTIFIED COPY OF ORDER

268-2005

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned Term. 20 05

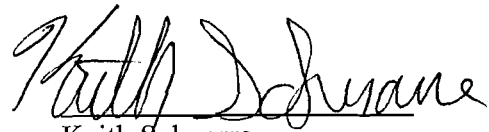
In the County Commission of said county, on the

30th day of June 20 05

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

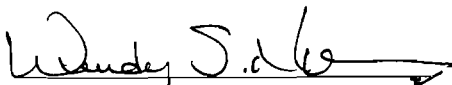
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign closing documents for property located at 217 N. 9th Street, Columbia.

Done this 30th day of June, 2005.



Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

BOONE-CENTRAL TITLE COMPANY

6/29/2005 BOONE-CENTRAL TITLE CO.

NO. 161311

Buyer: Robert A. Murray and Wendy E. Murray, husband and wife
Seller: Boone County Missouri
Property Address: 217 N. 9th Street Columbia, MO 65201
Payee: Boone County Missouri

6/29/2005 0512385 Proceeds of Sale \$274,380.40
Check Total \$274,380.40

*Sent to Kay
7/10/05*

BOONE COUNTY NATIONAL BANK
720 E. Broadway
RE: 217 N. 9th Street
Columbia, MO 65201
/ Murray

BOONE-CENTRAL TITLE COMPANY
ESCROW ACCOUNT
601 E. Broadway
Columbia, MO 65201

NO. 161311

DATE 6/29/2005

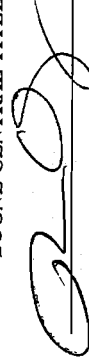
PAY Two Hundred Seventy Four Thousand Three Hundred Eighty and 40/100 \$274,380.40

To The Order Of: Boone County Missouri

BOONE-CENTRAL TITLE COMPANY

Memo: 0512385
GF:

⑆0161311⑆⑆081500859⑆⑆1075551⑆⑆



268/20

Security Features Included Details on Back

file

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

Table with 8 columns: 1. FHA, 2. FmHA, 3. Conv Unins, 4. VA, 5. Conv Ins, 6. Seller Finance, 6. File Number, 7. Loan Number, 8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

Table with 3 columns: D. Name & Address of Borrower, E. Name & Address of Seller, F. Name & Address of Lender

Table with 2 columns: G. Property Location, H. Settlement Agent Name, Place of Settlement, I. Settlement Date

J. Summary of Borrower's Transaction, K. Summary of Seller's Transaction

Main transaction summary table with 4 columns: Item description, Borrower amount, Seller amount, and another amount column. Includes rows for Gross Amount Due, Adjustments, Amounts Paid, and Cash At Settlement.

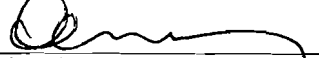
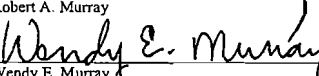
Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

file

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price \$275,000.00 @ % = \$0.00				Borrower's	Seller's
Division of Commission (line 700) as follows:				Funds at	Funds at
				Settlement	Settlement
701.	\$0.00	to			
702.		to	Plaza Real Estate Services		
703.	Commission Paid at Settlement			\$0.00	\$0.00
800.	Items Payable in Connection with Loan				
801.	Loan Origination Fee %	to			
802.	Loan Discount %	to			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application	to			
807.	Assumption Fee	to			
808.	Flood Certification Fee	to	Boone County National Bank	\$25.00	
809.	Release fee	to	Boone County National Bank	\$27.00	
810.	Tax Service Fee	to			
900.	Items Required by Lender To Be Paid in Advance				
901.	Interest from	to	@ \$0/day		
902.	Mortgage Insurance Premium for	months	to		
903.	Hazard Insurance Premium for	years	to		
1000.	Reserves Deposited With Lender				
1001.	Hazard insurance	months @	per month		
1002.	Mortgage insurance	months @	per month		
1003.	City property taxes	months @	per month		
1004.	County property taxes	months @	per month		
1005.	Assessment Taxes	months @	per month		
1006.	School property taxes	months @	per month		
1007.	MUD taxes	months @	per month		
1008.	Other taxes	months @	per month		
1011.	Aggregate Adjustment				
1100.	Title Charges				
1101.	Settlement or closing fee	to	Boone-Central Title	\$100.00	\$100.00
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
	(includes above items numbers:)		
1108.	Title insurance	to	Boone-Central Title	\$75.00	\$519.60
	(includes above items numbers:)		
1109.	Lender's coverage	\$220,000.00/\$75.00			
1110.	Owner's coverage	\$275,000.00/\$519.60			
1111.	Doc Handling, Express Mail	to	Boone-Central Title		
1200.	Government Recording and Transfer Charges				
1201.	Recording Fees	Deed \$30.00 ; Mortgage \$57.00 ; Releases		\$87.00	
1202.	City/county tax/stamps	Deed ; Mortgage to			
1203.	State tax/stamps	Deed ; Mortgage to			
1204.	Tax certificates	to			
1205.		to			
1300.	Additional Settlement Charges				
1301.	Survey	to			
1302.	Pest Inspection	to			
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$314.00	\$619.60

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

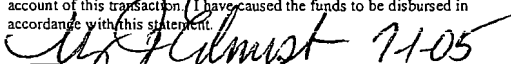

 Robert A. Murray

 Wendy E. Murray

Boone County Missouri

 By

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.


 Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.