STATE OF MISSOURI

December Session of the October Adjourned

09 Term. 20

**County of Boone** 

In the County Commission of said county, on the

 $29^{th}$ 

day of December

09

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

Now on this day the County Commission of the County of Boone does hereby approve Amendment 1 to 21-13APR09 Patrol Rifles Contract with Express Police Supply. Due to an increase in anticipated need, this Amendment creates an active term and supply life of June 30, 2009 through June 30, 2010. It is further ordered the Presiding Commissioner is hereby authorized to sign said term and supply contract.

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Commission Order: <u>589 - 2009</u>

# CONTRACT AMENDMENT NUMBER ONE PURCHASE AGREEMENT FOR PATROL RIFLES

The Agreement dated June 30, 2009 made by and between Boone County, Missouri and Express Police Supply for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. **Contract Duration** This agreement shall commence on June 30, 2009 and extend through **June 30, 2010** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for two additional six (6) month terms subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

EXPRESS POLICE SUPPLY	BOONE COUNTY, MISSOURI/
title Sales Munager	by: Boone County Commission  Kenneth M. Pearson, Presiding Commissioner
APPROVED AS TO FORM:  County Counselor	ATTEST:  Wendy S. Moren, County Clerk
AUDITOR CERTIFICATION	
In accordance with RSMo 50.660, I hereby certify that a suffice	eient unencumbered appropriation balance exists and
is available to satisfy the obligation(s) arising from this contra	
if the terms of this contract do not create a measurable county	obligation at this time.)
Mr Incurprone regued of to	2901/91300 – Term and Supply
Signature	Date Appropriation Account

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

29<sup>th</sup>

day of December

**20** 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 53-05Nov09 Boone County Sheriff's Annex and Warehouse to Little Dixie Construction. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

### Sheriff Annex and Warehouse Amendment #1 to CONTRACT AGREEMENT 53-05NOV09

THIS Amendment, dated the <u>24</u> day of <u>December</u>, 200 , is made and entered into by and between Boone County, Missouri, by and through its County Commission (hereinafter referred to as Owner), and Little Dixie Construction, (hereinafter referred to as Contractor).

WHEREAS, the bid specifications anticipated that a notice to proceed would issue on or about November 19, 2009; and

WHEREAS, there was a delay in issuing the notice to proceed;

WHEREAS, the parties desire to enter into an amendment to clarify the date of substantial completion and other issues related to the duration of the contract; and

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

- 1. Substantial completion for the entire building will be amended to reflect a due date of July 1, 2010. The portion of the warehouse that will be used by the County Clerk for election-related duties, however, will be suitable for use by the County Clerk for said duties by June 1, 2010.
- 2. Liquidated damages, in light of the above, will not begin to run unless substantial completion is not achieved for the building project by July 1, 2010, or such later date as is required due to adjustments for weather, all as contemplated in the original contract documents.

IN WITNESS WHEREOF, the parties hereto have signed and entered this contract amendment #1 as of the day and year indicated above.

dy and year indicated above.	
ATTEST: Wendy S. Noren, County Clerk	OWNER: BOONE COUNTY, MISSOURI  By: Kenneth Pearson, Presiding Commissioner
	CONTRACTOR: LITTLE DIVIE CONSTRUCTION, LLC  By John States, Member
Project Budget Oversight:	Approved as to Legal Form:
Accountant, Treasurer's Office	C.J. Dykhouse Boone County Counselor
In accordance with RSMo 50.660, I hereby certify that a suft the obligation(s) arising from this contract. (Note: Certificat measurable county obligation at this time.)	TOR CERTIFICATION  ficient unencumbered appropriation balance exists and is available to satisfy ion of this contract is not required if the terms of this contract do not create a  4080-71201
Signature // Date	Appropriation Amount

STATE OF MISSOURI ea.

December Session of the October Adjourned

Term. 20

**County of Boone** 

In the County Commission of said county, on the

29<sup>th</sup>

day of December

20 09

09

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

Now on this day the County Commission of the County of Boone does hereby adopt the Boone County operating budget for fiscal year 2010. The adopted budget shall consist of all appropriations included in the Proposed Budget submitted to the County Commission by the County Auditor, subject to the adjustments authorized by the County Commission that are specified in the attached schedule.

Total appropriations are set forth by line item and are summarized at follows:

- 1) by category of expenditure (i.e., class 1, class 2, etc.);
- 2) by office, department or spending agency; and,
- 3) by fund.

Appropriations may not be exceeded at the class level, for a given office or department, without approval by the legal appropriating authority. Total appropriations for each fund are set forth in the individual Fund Statements (attached) and are published in the County's FY 2010 Budget. The Proposed Budget submitted by the County Auditor, which is hereby incorporated into this appropriation order by reference, contains detailed documentation and descriptions for each lineitem account within each category of expenditure. Appropriations shall be expended only for the purposes that are within the intent of the category in which they are included.

The County Commission approves all employee positions included in the Proposed Budget, adjusted for Commission changes noted in the attached schedule, together with the specified budgeted hours, range, and benefit status for each position.

The County Commission approves appropriations for the specific fixed assets identified in the various fixed asset appropriation accounts and authorizes procurement of the same in accordance with County procurement policies adopted by the County Commission.

The County Commission authorizes the County Auditor to re-appropriate unspent FY 2009 grant funds (which may be carried forward into FY 2010 according to the terms of the grant award) upon determination of the actual grant award remaining and available for carry-forward at the end of FY 2009.

December Session of the October Adjourned

Term. 20

County of Boone
In the County Commission of said county, on the

December Session of the October Adjourned

Term. 20

O9

29<sup>th</sup>

day of

December

20

O9

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

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI ea.

December Session of the October Adjourned

Term. 20

**County of Boone** 

In the County Commission of said county, on the

29<sup>th</sup>

day of December

20 09

09

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

Now on this day the County Commission of the County of Boone does hereby approve a total project budget of \$1,630,300.00 for the Sheriff Annex/ Election Warehouse Facility as shown in the attachment. This further authorizes the County Auditor to establish the various appropriations required to enact the funds according to the attachment.

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

#### Budget/Financing on Sheriff/Elections Warehouse Project Fund 408; Dept 4080

#### Sources of Funds

Total Sources of Funds	\$180,000.00	\$28,900.00	\$591,400.00	\$830,000.00	\$1,630,300.00
Recovery Zone Bonds	\$0.00_	\$0.00	\$0.00	\$830,000.00	\$830,000.00
Operating Transfers In	\$180,000.00	\$28,900.00	\$591,400.00	\$0.00	\$800,300.00
Project Revenues (3900)	(CO385-2009 8/7/09)	(CO502-2009 10/7/09)	(CO583-2009 12/15/09)	(CO#-Pending)	Total Sources
	Buaget - Amena #1	Buaget - Amena #3	Buaget - Amena #5	Budget - FY 2010	

Uses of Funds						
	Budget - Amend #2	Budget - Amend #4	Budget - Amend #5	Budget - FY 2010		
CONSTRUCTION (71201):	(CO388-2009 8/25/09)		O583-2009 12/15/09)	(CO#-Pending)	Total	
Construction Contract-	\$0.00	\$145,000.00	\$0.00	\$1,113,432.00	\$1,258,432.00	
Alt 1 Ground Source: \$103,081	\$0.00	\$0.00	\$0.00	\$79,081.00	\$79,081.00	Less 32T x \$750 BE rebate \$24,000
Alt 3 Base Rock	\$0.00	\$0.00	\$0.00	\$11,327.00	\$11,327.00	
Construction Contingency (7% of all)	\$0.00	\$0.00	\$0.00	\$94,419.00	<u>\$9</u> 4,419.00	
Total Construction Cost	\$0.00	\$145,000.00	\$0.00	\$1,298,259.00	\$1,443,259.00	
	Budget - Amend #2	Budget - Amend #4	Budget - Amend #5	Budget - FY 2010		
Architect & Eng Fees (71211/71212) :	(CQ388-2009 8/25/09)		O583-2009 12/15/09)	(CO#-Pending)	Total	
Architect - John Simon & Associates	\$55,400.00	\$0.00	2000-2000 12/10/00/	\$0.00	\$55,400.00	
-Reimbursables	\$1,000.00	\$0.00		\$0.00	\$1,000.00	
Total Architect/Engineering Fees	\$56,400.00	\$0.00		\$0.00	\$56,400.00	<del></del>
						<del></del>
	Budget - Amend #2	Budget - Amend #4	Budget - Amend #5	Budget - FY 2010		
Owner's Cost (71231):	(CO388-2009 8/25/09)		O583-2009 12/15/09)	(CO#-Pending)	Total	
Soil boring- Terracon	\$3.000.00	\$0.00	\$0.00	\$0.00	\$3,000,00	
Equipment-refrigerator/microwave	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	
Photocopier Machine	\$0.00	\$0.00	\$0.00	\$7,445.00	\$7,445.00	
Fax Machine	\$0.00	\$0.00	\$0.00	\$1,566.00	\$1,566.00	
Equip/system disconnect/reconnect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AV Equipment with motorized projection	\$0.00	\$0.00	\$0.00	\$3,780.00	\$3,780.00	
-labor installation and programing	\$0.00	\$0.00	\$0.00	\$720.00	\$720.00	
CenturyLinkTelephone system quote	\$0.00	\$0.00	\$0.00	\$16,997.00	\$16,997.00	Phones @ \$145+ship & \$250 install
Security- ACC Quote	\$0.00	\$0.00	\$0.00	\$54,297.00	\$54,297.00	
Cisco connection-quote	\$0.00	\$0.00	\$0.00	\$744.00	\$744.00	
IT Network (included in base bid)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Builder's Risk Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Moving Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Furniture- Desk & Chair Clerk's space-N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Misc. FM reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fire Extinguishers-included in bid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Signage- Internal -included accessible	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00	
- External- included address sign	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Window Treatment-Blinds	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00	
Misc. Supplies	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	
Printing of Bid Documents (net)	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	
Contingency - plug number	\$0.00	\$3,000.00	\$0.00	<b>\$4,292.00</b>	\$7,292.00	
Total Owner's Cost	\$3,000.00	\$4,500.00	\$0.00	\$92,841.00	<u>\$100,341.00</u>	
Total Project Budget	\$59,400.00	\$149,500.00	\$0.00	\$1,391,100.00	\$1,600,000.00	
	Budget - Amend #2	Budget - Amend #4	Budget - Amend #5	Budget - FY 2010		
Financing Cost (80000)	(CO388-2009 8/25/09)	(CO#- 553-2009) (C	CO583-2009 12/15/09)	(CO#-Pending)	Tota	
COI - From Bond Proceeds (2% max)	\$0.00	\$0.00	\$0.00	\$16,600.00	\$16,600.00	
COI - Countys Portion (from 2% max)	\$0.00	\$0.00	\$0.00	\$13,700.00	\$13,700.00	
Total Financing Costs	\$0.00	\$0.00	\$0.00	\$30,300.00	\$30,300.00	
Total Hann of Funda	AFO 400 00	\$4.40 E00 00	\$0.00	£4 424 400 00	64 620 200 00	
Total Uses of Funds	\$59,400.00	\$14 <u>9,500.00</u>	\$0.00	<b>\$1,421,400.00</b>	<u>\$1,630,300.00</u>	

STATE OF MISSOURI ea.

December Session of the October Adjourned

Term. 20

09

**County of Boone** 

In the County Commission of said county, on the

29<sup>th</sup>

day of December

09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish the budget to transfer sales tax proceeds to the debt service fund. Funds will be used to retire the 2005 Special Obligation bonds as stated in the ballot language:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4064	83920	Capital Prj Debt Retire	OTO: Debt Service		1,932,207.00
3040	03915	2005 Spec OB Bonds	OTI: Capital Proj Fund		1,932,207.00

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Wendy S Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

To: County Clerk's Office

# REQUEST FOR BUDGET AMENDI comm Order # 593 - 2009

Return to Auditor's Office BOONE COUNTY, MISSOUR Please do not remove staple.

12/9/09

#### **EFFECTIVE DATE**

FOR AUDITORS USE

												(Use whole	\$ amounts)
D	epa	rtme	ent		<u></u>	Ad	COL	ınt	_	Department Name	Account Name	Decrease	Increase
4	0	6	4		8	3	9	2	0	Capital Proj Debt Retire	OTO: Debt Service		1,932,207
3	0	4	0_		0	3	9	1_	5	2005 Spec OB Bonds	OTI: Capital Proj Fund		1,932,207
				]			,						
<u></u>				]				<u> </u>					
	<u> </u>												
		<u> </u>					<u> </u>						
L	ļ									<u> </u>			

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Establish budget to transfer sales tax proceeds to the debt service fund. Funds will be used to retire the 2005 Special Obligation bonds as stated in the ballot language.

Requesting Official	
 TO BE COMPLETED BY AU	JDITOR'S OFFICE
A schedule of previously processed Budget Revisions/Am	endments is attached.
A fund-solvency schedule is attached. NIA-	100.104
Comments:	ACENDA

**Auditor's Office** 

NG COMMISSIONER

DISTRICT I COMMISSIONER

#### **BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing

BOONE SUBSIDIARY LEDGER	R INQUIRY MAIN SCREEN 12/09/09 11:29:28 Original Appropriation
4064 CAPITAL PROJET DEBT RETIRE 83920 OTO: TO DEBT SERVICE FUND 1/5CENT SALES TAX CAP IMP	Revisions Original + Revisions Expenditures 114,167.90
Class/Account A ACCOUNT Account Type E EXPENSE Normal Balance D DEBIT	Encumbrances Actual To Date Remaining Balance Shadow Balance 114,167.90 114,167.90-
January February March April	July 114,167.90 August September October
June	November December
F2=Key Scr F3=Exit F5=Ledger Transa	actions F7=Transactions
Anut to pay off Debt : Paid to Date :	= $(114,167.90)$ (allove)
Remaining Ant nooded (transfer from Sales Tax to Debt Serv. Fund)	= 1,932,200.75 Tholand

#### 2005 Series Spec Obligation Bonds Debt Service Amt for Payoff 2012

Date	Principal	Interest	Payment
1/1/2009	\$ 50,000.00	\$ 57,688.25	\$ 107,688.25
07/01/09	\$ -	\$ 56,393.25	\$ 56,393.25
01/01/10	\$ 55,000.00	\$ 56,393.25	\$ 111,393.25
07/01/10	\$ -	\$ 54,897.25	\$ 54,897.25
01/01/11	\$ 55,000.00	\$ 54,897.25	\$ 109,897.25
07/01/11	\$ -	\$ 53,382.00	\$ 53,382.00
01/01/12	\$ 60,000.00	\$ 53,382.00	\$ 113,382.00
07/01/12	\$ -	\$ -	\$ -
01/01/13	\$ 65,000.00	\$ -	\$ 65,000.00
01/01/14	\$ 65,000.00	\$ -	\$ 65,000.00
01/01/15	\$ 1,610,000.00	\$ -	\$ 1,610,000.00
Total	\$ 1,960,000.00	\$ 387,033.25	\$ 2,347,033.25

```
$ 607,033.25 Amt of Sales Tax needed thru call date to make regular pay ments
$ 1,740,000.00 Amt of Sales Tax needed to call (and pay off) on 1/1/12
$ (945.39) Amt in Cash Held in Trust (Interest Earned) - Reduced 1/1/09 pay ment
$ (200,500.00) Amt in Debt Service Reserve
$ 2,145,587.86 Total Needed to Payoff 2005 Bonds
$ (99,213.21) Less Rent Revenue thru 8/1/10 (PedNet) - see below
$ 2,046,374.65 Amt needed from 1/5th cent Sales Tax Fund
```

Revenue-Le	ease	Payment
01/01/09	\$	23,323.29
07/01/09	\$	25,644.92
08/01/09	\$	3,865.00
09/01/09	\$	3,865.00
10/01/09	\$	3,865.00
11/01/09	\$	3,865.00
12/01/09	\$	3,865.00
01/01/10	\$	3,865.00
02/01/10	\$	3,865.00
03/01/10	\$	3,865.00
04/01/10	\$	3,865.00
05/01/10	\$	3,865.00
06/01/10	\$	3,865.00
07/01/10	\$	3,865.00
08/01/10	\$	3,865.00
Total	\$	99,213.21

NOTE: City of Columbia lease expires on 8/1/2010 - per Ted Curtis, it is unlikely that they will continue to lease building after that. There will be no more lease revenue after 8/1/10, unless building is rented to someone else. Any additional (non-guaranteed) lease revenue after 8/1/10 has not been figured into this number.

FY 2009 Budget Amendments/Revisions 2005 Series Special Obligation Bonds - Taxable (3040)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	12/9/2009	3915 4064-83920	OTI: Capital Projects Fund OTO: Debt Service Fund	1,932,207 1,932,207		Establish budget to transfer remaining funds needed to retire 2005 Special Obligation Bonds	

FY 2009 Budget Amendments/Revisions Capital Project Debt Retirement (4064)

	Transfer remaining amount needed to retire bonds		1,932,207	OTO: Debt Service Fund OTI: Captial Project Fund	Capital Project Debt Retirement 2005 Speical Oblig Bonds	83920 3915	4064 3040	12/9/2009	-
						0.000	707	000070751	•
Commen	Reason/Justification	Sincrease SDecrease R	Sincrease	Account Name	Dept Name	Account	Dept	Date Recd	Index #

# Three-Year One-Fifth Cent Capital Improvement Sales Tax Decmeber 1, 2009

0	_	Ballot Proposal		Actual/Projected						
Sources: Sales Tax Revenue: Interest: Other - Copy revenue (plans)	\$	14,000,000	\$	13,510,943 333,643 906	Projected Sales Tax Shortfall: Interest collected thru Sep 09	\$	\$	489,057		
Other Sources- Technology: Total Revenue	=	14,000,000	· -	75,000 13,920,492	Transfers from Law Library Fund a	and Ger	ieral Fund			
Uses: Courthouse: Alternative Sentencing Center Remodel: Alternative Sentencing Center - Reimb GF Debt Retirement Johnson Building (Public Defender) Government Center-1st & 2nd Floors Subtotal:	\$	9,500,000 330,000 670,000 2,000,000 500,000 1,000,000	\$	9,485,000 330,000 670,000 2,047,000 388,492 1,000,000 13,920,492	Pending Scheduled - Handled by Treasurer	~	pleted; pro	ject underway		
Total Uses:	\$ _	14,000,000	\$ <u></u>	13,920,492	- -	\				
(a) Alternative Sentencing Center: Phase I (main floor) completed: Maximum funding for Phase II (baseme Total for Alternative Sentencing Remod			- =	176,262 153,738 330,000	- =	<i>\$</i>	14,16	7.90	alread fro	.fd
<ul><li>(b) Johnson Building (Public Defender)</li><li>1st Floor paint &amp; carpet completed</li><li>Maximum funding for second floor</li><li>Total for Johnson Building remodel</li></ul>			~	29,243 359,249 388,492	- <del>-</del>					

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

**County of Boone** 

In the County Commission of said county, on the

29<sup>th</sup>

day of December

09 20

09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish the budget for the reconstruction of the Jail Parking Lot:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6200	92700	Capital Repair & Replc	Rplc Grounds Imprv		356,600.00

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

# REQUEST FOR BUDGET AMENDI Comm Order # 594 - 2009

To: County Clerk's Office

# BOONE COUNTY, MISSOUR Please do not remove staple.

Return to Auditor's Office

12/10/09

<b>EFF</b>	EC	ΤIV	Æ	DA	ΤE

FOR AUDITORS USE

											(Use whole \$ amounts)		
D	epa	rtme	nt		_A	COL	ınt		Department Name	Account Name	Decrease	Increase	
6	2	0	0	9	2	7	0	0	Capital Repair & Replc	Replc Grounds Imprv		356,600	
												ţ	

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): Establish budget for the reconstruction of the Jail parking lot.

TO BE COMPLETED BY AUDITOR'S OFFICE

K	amoson	
Re	questing Official	

A schedule of previously processed Budget Revisions/Amendment	ents is attached

A fund-solvency schedule is attached.

Comments:

AGENDA

Auditor's Office

SIDING COMMISSIONER

RICT I COMMISSIONER

COMMISSIONER

#### **BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing.

# **Boone County Purchasing**

Melinda Bobbitt, CPPB Director



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

Т	$\sim$
_1	· •

Bob Davidson

Facilities Maintenance Manager

FROM:

Melinda Bobbitt, CPPB

Director of Purchasing

DATE:

March 20, 2007

RE:

BID AWARD RECOMMENDATION - BID #63-05NOV09 - Jail Parking Lot

Attached is the bid tabulation for the ten responses received for the above referenced bid. Please return this cover sheet with your recommendation after you have completed the evaluation of this bid. If you have any questions, please call 886-4391 or E-mail: <a href="mailto:mbobbitt@boonecountymo.org">mbobbitt@boonecountymo.org</a>.

**DEPARTMENT REPLY:** 

Department Number: 6200

Account Number: 92700 Budgeted: #332,400.00

Evaluation:

Award Bid to lowest responsive bidder, Stockman Construction

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature:

Bob Davidson

An Affirmative Action/Equal Opportunity Institution

Date: 12-10-09

MAINSCR	BOONE	Core Budget Descriptions View Only	ADCARYN	10:12:09 12/10/09			
Year 2010  Description		CAPITAL REPAIRS & REPLACEME 0 REPLC GROUNDS IMPROVEMENT	ENTS Finalized CY Proj Oty	• •			
JAIL: PARK	ING LOT RECON	STRUCTION ROPOSED SUPPLEMENTAL*	<u>1</u> Total	<b>425,000</b> 425,000			
Remine from 2010 budget							

	Bottom
Class <b>425,000</b> Class 2-8 <b>38,00</b>	O Proposed Core
F2=Key Scr F3=Exit	Proposed Supplemental 425,000 Auditor Revisions
F6=Dept Supplemental Budget F10=Notes *	Commission Revisions Total Budget 425,000

Contract to be awarded in 2009.

Low bid \$ 302,164.10

30,216.41 contingnay

332,380.51

# Fund Statement - Capital Repair and Replacement Fund 620 (Internal Service Fund)

	2008 <u>Actual</u>	2009 Budget	2009 Projected	2010 Budget
REVENUES:	•			
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes Franchise Taxes	• -	-	•	-
Licenses and Permits	_	-	-	_
Intergovernmental	532	-	-	-
Charges for Services	182,769	229,306	224,810	207,782
Fines and Forfeitures	-		,	,
Interest	19,318	15,370	10,605	9,540
Hospital Lease	-	-	-	-
Other				<u>-</u> _
Total Revenues	202,619	244,676	235,415	217,322
EXPENDITURES:				
Personal Services	-	•	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training Utilities	-	~	-	-
Vehicle Expense	-	<del>-</del>	-	-
Equip & Bldg Maintenance	413,986	49,740	22,500	-
Contractual Services	2,545	30,760	30,760	38,000
Debt Service (Principal and Interest)	2,545	50,700	50,700	50,000
Emergency	-	_	-	_
Other	8,398	_	_	-
Fixed Asset Additions	, <u>-</u>	535,400	505,076	2,500
Total Expenditures	424,929	615,900	558,336	40,500
REVENUES OVER (UNDER) EXPENDITURES	(222,310)	(371,224)	(322,921)	176,822
OTHER FINANCING SOURCES (USES):				
Transfer In	_	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	7,598	•
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	<u>-</u>		<u>-</u>	
Total Other Financing Sources (Uses)	-	-	7,598	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	(222,310)	(371,224)	(315,323)	176,822
FUND BALANCE (GAAP), beginning of year	1,205,011	712,498	712,498	397,175
Less encumbrances, beginning of year	(291,328)	(21,125)	(21,125)	(21,125)
Add encumbrances, end of year	21,125	21,125	21,125	21,125
Proprietary adjustment to full accrual				
FUND BALANCE (GAAP), end of year	<u>\$ 712,498</u>	<u>\$ 341,274</u>	\$ 397,175	<u>\$ 573,997</u>
FUND BALANCE RESERVES AND DESIGNATIONS, end of year Reserved:				
Loan Receivable (Street NIDS/Levy District) Prepaid Items/Security Deposits/Other Reserves Debt Service/Restricted Assets	\$ - -	\$ -	\$ - -	\$ - -
Prior Year Encumbrances Designated:	21,125	21,125	21,125	21,125
Capital Project and Other  Total Fund Balance Reserves and Designations, end of year	21,125	21,125	21,125	21,125
FUND BALANCE, end of year	712,498	341,274	397,175	573,997
FUND BALANCE RESERVES/DESIGNATIONS, end of year	(21,125)	(21,125)	(21,125)	(21,125)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 691,373	\$ 320,149	<u>\$ 376,050</u>	\$ 552,872

FY 2009 Budget Amendments/Revisions Capital Repair & Replacement (6200)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments	
1	12/10/2009	92700	Replc Grounds Improvement	332,400		Establish budget for jail parking lot construction		
2	12/10/2009	60110 71101	Major Building Repairs Professional Servces	8,760	8,760	Re-classify funds to cover engineering contract for jail parking lot		

# Jail Parking Lot Construction Contract

Base Contract	\$ 302,164.10
Alternate #1 Rain Garden	\$ 22,000.00
	\$ 324,164.10
10% Contingency	\$ 32,416.41
Total	\$ 356,580.51

356,600

# BID FORM Boone County Jail Parking Lot Bid Number 63-05NOV09

To: Boone County Purchasing Office

601 East Walnut, 2<sup>nd</sup> Floor Columbia, MO. 65201

For: Boone County Jail Parking Lot

2121 County Drive Columbia, MO. 65202

Date:

From: Stockman Construction Corp. hereinafter called the Bidder.

The undersigned as Bidder, having examined the proposed Contract Document as titled:

Boone County Jail Parking Lot and dated September 22, 2009, including this Bid Form, Specifications, Drawings and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda

#### IN SUBMITTING THIS BID, THE BIDDER AGREES:

To hold open the Bid for forty five (45) days from the date shown above;

To accept and accomplish the Work in accordance with the Contract Documents, including the Specifications, Drawings and Addenda;

To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds;

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by the date stipulated on the Bid Form. The designated time to complete the work incorporates an allowance of ten (10) inclement weather days.

To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case error in the extension, the unit price times the estimated quantity will govern.

### Boone County Jail Parking Lot: Bid Number 63-05NOV09

#### **BASE BID – Boone County Jail Parking Lot**

Description	Quantity	Unit	Unit Price	Extended To
Erosion Control	LS	1	\$ 5150, =	\$ 5/50
Contractor Construction Staking	LS	1	\$ 5000,-	\$ 5000
Traffic Control	LS	1	\$ 1200,=	\$ 1200
Silt Fence	LF	595	\$ 2.=	\$ 11 90
Surface Restoration	LS	1	\$ 5500.	\$ 5700
Removals	LS	1	\$ 20000.=	\$ 200
Remove/Stockpile Rock Base	SY	5471	\$ ,50	\$ a 73%
Excavation	CY	212	\$ 4000	\$ 8480
Rock Base (4")	SY	126	\$ 62	\$ 781.4
Rock Base (6")	SY	1110	\$	\$ 6360.
Replace Rock Base (4")	SY	4380	\$ /	\$ 4380.
7" PCCP Pavement	SY	788	\$ 37	\$ 29,156,
7" PCCP Pavement - High Early Strength	SY	3040	\$ 39,50	\$ 120.080.
5" PCCP Pavement	SY	1690	\$ 30.0	\$ 50,700.
6" Concrete Curb	LF	80_	1\$ 21,5	\$ 1680,5
New Parking Bumpers	EA	12	\$ 61=	\$ 732,0-
Reset Parking Bumpers	EA_	88	\$ 37. *-	\$ 2904.
Reset Signs	EA	3	\$ 50,5	\$ 150,=
Paint Standard Stall	EA	90_	\$ 12.	\$ 1080.
Paint Accessible Stall	EA	4	\$ 30. =	\$ 120.
8" Perforated PVC Pipe	LF	762	\$ 13	\$ 9 906.00
8" PVC Elbow – 45 d	EA	17	\$ 55, =	\$ 935.
8" PVC Tee	EA	1	\$ 55.=	\$ 55, =
PVC Cleanout	EA	88	\$ 260, =	\$ 2080.
Geotextile Fabric	SY	762	\$ 2.20	\$ 1676,40
8" HDPE Pipe	LF	289_	\$ 74,=	\$ 4046 ==
10" CMP	LF	30	\$ 35. =	\$ 1050
Rock – 1" Clean	CY	84	\$ 55, 5	\$ 4620,=
Rock – Macadam	CY	84	\$ 47,=	\$ 8148. =
3/4" K Copper Water Line	LF	137	\$ 12.5	\$ 1644 -
Yard Hydrant	EA	1	\$ 325, =	\$ 325.

**BID TOTAL** 

\$ 302,164,10

Alternate Bid No. 1 - Rain Gardens for Parking lot Run-Off (See Alternate Bid #3 on Crockett **Engineering Drawings):** 

twenty two thousand

PROJECT COMPLETION DATE: No Later than 6-1-2010

Note: The designated time to complete the work incorporates an allowance of 10 inclement weather

days.

#### **BID RESPONSE**

TO: COUNTY OF BOONE, MISSOURI

# SUBJECT: Boone County Sheriff Annex and Warehouse Bid Number: 53-05NOV09 Boone County Jail Parking Lot Bid Number: 63-05NOV09

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and exclude Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

#### **SECTION I**

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Sheriff Annex and Warehouse and Dated September 22, 2009 and Boone County Jail Parking Lot and Dated September 22, 2009.** together with the "General Specifications and Technical Specifications", attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

#### SECTION II

The Bidder, hereby agrees to complete the work on the Boone County Sheriff Annex and Warehouse herein specified before the completion date and to allow a deduction of \$500.00 dollars per working day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date. Time is of the essence of this contract.

The Bidder, hereby agrees to complete the work on the Boone County Jail Parking Lot herein specified before the completion date and to allow a deduction of \$100.00 dollars per working day from the final payment as liquidated damages for each day that the completion is delayed beyond the specified completion date on the bid form.

# STATEMENT OF BIDDER'S QUALIFICATIONS

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

	. Name of Bidder: STOCK	MAN CONS	T. CORP.	•		
		LEWOOD R				
	Business Address: JEFFE	RBON CITT	, MO 65109	<u>.</u>		·
		· · · · · · · · · · · · · · · · · · ·				· :
	When Organized: 1984 -	·	<u>.</u>		· · · · · · · · ·	.*
	When Incorporated: 4-1 If not incorporated, state type of b	-05 V	rdu co	rrent 0	uners	
	If not incorporated, state type of b number:	usiness and	provide your	federal tax ide	entification	. •
	mo. 20-2	6001	05	· · · · · · · · · · · · · · · · · · · ·	· 	
	Number of years engaged in cont	racting busin	ess under pr	esent firm nan	ne:	
	25		·	·		·
	If you have done business under a					
	none	<del></del>		<u>.</u>		· · ·
	Percent of work done by own staff:	05		· 		
	•	7~			· ·	
	Have you ever failed to complete	any work awa	arded to your	company? If	so, where	and
	why?: wo					
	Have you ever defaulted on a		<u> </u>	<u> </u>		
	. contract?	no	·	. <u> </u>		· .
	List of contracts completed within each:	the last four	years, includi	ing value of		
	See Attac	hil			• ,	.: .
				į.		
•	. List of projects currently in progres	is: <u>See</u>	Adalhed			
•			-			
	^ Attach add	iitionai sneet	s as necessa	ary "		

#### Construction Experience

2005 TO Present

2021 Idiewood Road Jefferson City, Mo 65109 Ph # 573-635-1316



		~~~~			Quiter
mount \$\$	Type of Work	Jate Complete	Location City	Job Nams	<del></del>
618,735.00	Curbs, flumes ,médian, concrete channel	May-05	Mexico, Mo	Wal-Mart	Crossland Construction, Columbus, KS
\$119,728.00	Concrete Street	June-05	Jefferson City	Stone Brook Investments	Heet & Rodeman, Jefferson City, Mo
\$374,488.00	Concrete streets, storm sewer, grading	October-05	Holts Summit, Mo	Southwind Meadows	Duff, Jefferson City, Mo
\$267,546.00	Water and Sewer	January-06	Sunrise Beach, Mo	Villages Road Addition	Villages of Shawnee Bend, Sunrise Beach, Missouri
\$251,915.00	Curbs, flumes ,median, concrete channel	May-06	Owensville, Mo	Wal-Mart	Crane Construction, Savanah, Mo
\$516,209.00	Lift Station	June-06	Eldon, Mo	North and South Lift Station	City of Eldon, Eldon Missouri
\$82,323.00	Storm, Sanitary, and water	June-06	Jefferson City	Pleasant Ridge Subdivision	Jerry Green, Jefferson City, Missouri
\$102,554.00	Storm, Sanitary, and water	July-06	Jefferson City	Kauffman Hills Subdivision	Jerry Green, Jefferson City, Missouri
\$166,790.00	Concrete streets and parking	August-06	Columbia, Mo	Bethal Falls	Terry Wilson, Columbia, Mo
\$307,871.00	Concrete paving and grading	September-06	Lake Ozark, Mo	Diamond Pointe	Diamond Pointe Development LLC, Lake Ozark, Mo
\$255,894.00	Curbs, flumes ,median, concrete channel	March-07	Versailles, Mo	Walmart	Crossland Construction, Columbus, KS
\$127,675.00	Curbs, flumes ,median, concrete swale	March-07	Osage Beach, Mo	Case Road	Lake Asphalt Paving and Construction, Camdenton, Mo
\$132,511.00	Storm, Sanitary, and water	May-07	Jefferson City	Pleasant Ridge Section 2	Jerry Green, Jefferson City, Missouri
\$108,775.00	Concrete Parking lot and Drainage	August-07	Jamestown, Mo	Moniteau County C-1	Jamestown C-1 School, Jamestown, Mo
\$105,744.00	Curbs, Sidewalk, Storm, Concrete Approaches	September-07	Jefferson City	Larry Kolb Comm. Site	Otke Construction, Jefferson City, Mo
\$330,824.00	Concrete Streets, Storm, Sanitary, and water	October-07	Jefferson City	Schellridge North	JK Limited, Jefferson City, Mo
\$206,529.00	Road Grading and Paving plus Drainage Imp.	December-07	Jefferson City	Crest, Meier and Hall Street	Jefferson City, Community Development, Missouri
\$268,381.00	Concrete for Curbs, Parking and walks	February-08	Fulton	AZZ Central Electric	Septagon Construction, Jefferson City, Mo
\$181,123.00	Lift Station, Force Main, Road Work, Concrete	March-08	Holts Summit	Northstar Sewer Phase 6	Ken Otke Construction, Jefferson City, Missouri
\$199,870.00	Road Grading and Paving plus Sanitary	June-08	Boonville	4th Street	City of Boonville, Boonville Missouri
\$110,000.00	Road Grading, Street Pavement, Storm Drainage	July-08	Osage Beach	Storm water and Driveway Imp.	City of Osage Beach, Osage Beach Missouri
\$26,630.00	Curb and gutter	May-08	Jefferson City	Beliar, West Elementary	Jefferson City Public Schools
\$486,000.00	Road Grading, Street Pavement, Storm Drainage	November-08	Boonville	Riviera Street Improvements	City of Boonville, Boonville Missouri
\$880,300.00	Pump House, Waterline	March-08	Boonville	BOONVILLE WATER SYSTEM IMPROVEMENTS	City of Boonville, Boonville Missouri
\$173,300.00	Curbs, Sidewalk, Pavement	September-08	Eldon	CENTRAL BANK ELDON	CENTRAL BANK
\$179,200.00	Well House and Waterline	November-08	Osage Beach	OSAGE BEACH WELL #1	City of Osage Beach
\$52,000.00	Demolition, Storm, Street pavement, Traffic Control	September-09	Columbia, Mo	Kendallwood	Boone County - Keith Austin at 573-449-8515
\$177,000.00	Demolition, Storm, Street pavement, Traffic Control	January-10	Columbia, Mo	Country Hills Subdivision	Boone County - Keith Austin at 573-449-8515
.\$120.000.00	Water Imn Street Pavement	No	Infference City	Rig Horn Drive	DIMED # 1 Days of E72 640 4040

#### Boone County Jail Parking Lot: Bid Number 63-05NOV09

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	ADDENDUM NUMBER	
10-27-09	1	
11-3-09	2	
11-3-09	3	
11-6-09	4	
COMPANY NAME:	Stockman Construction Corp.	
ADDRESS:	2021 Idlewood Rd	
CITY, STATE, ZIP	J.C. MO 65109	
	573-435-1316	
AUTHORIZED REPRESENTATIVE:	Darrell A Kolb	
TITLE:	President	
SIGNATURE:	Dall A. Kelf	

List Project Manager and Field Superintendent to be assigned to the Project (name and brief experience summary)

Loke Hake loyars experience — Paul Libbert 12 years experience

List all work to be self performed by the Bidder on this project.

All Item except testis, surveying

List all Sub-Contractors to be utilized on this project.

Enought +, CMPS - testing

# **ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI		••		
COUNTY OF Cole			·	
Darrell A Kolb		, being first duly	sworn, deposes	and
says that he is Preside				
(1	itle of Person S	igning)		<del></del>
of Stockman Cons	truction	Corp.	· · · · · · · · · · · · · · · · · · ·	
	(Name of Bldc	ier)		
that all statements made and fact and the bidder (person, firm, assi- indirectly, entered into any agreen restraint of free competitive biddin its acceptance.	ociation, or corp ment, participate	ooration making ed in any collusio	said bid) has no n, or otherwise t	ot, either directly or taken any action in
Affiant further certifies that bidder bidder for the above project	is not financially	y interested in, or	financially affilia	ited with, any other
By TallAKlf	<u></u>			
By				
Ву	<del></del> .			
Sworn to before me this 12th	all	<u>ember</u> , 2 Schulte	20 <u>09</u>	
My Commission Expires	Notary Public	10	· ·	
	Jill Schult Cole Couni My Commissi	ARY SEAL " te, Notary Public ty, State of Missouri on Expires 4/20/2010 n Number 06433911		

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

ated November 1Z , 20 09 ame of individual, all partners, or joint nturers:	Address of each:
Dariell A Kolb	6616 Kolb LN. J.C., MO6510
Denice M. Bucks	1206 Mehment Pl. JC, MOGS
doing business under the name of:	Address of principal place of business in Missouri:
Stockman Construction Corp.	·
(If using a fictitious name, show this name	above in addition to legal names.)
tockmen Construction Corp. (If a corporation - show its name above)	· · · · · · · · · · · · · · · · · · ·

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

### **BIDDER'S ACKNOWLEDGMENT**

(Complete and fill out all parts applicable, and strike out all parts not applicable.) State of Missour, County of Cole On this 12th day of Hovember before me appeared Date II A Kolb before me appeared to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and (if a sole individual) acknowledged that he executed the same as his free act and deed. (if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures. (if a corporation) that he is the of Stackman Con fruction Corp ; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation. Witness my hand and seal at <u>Jefferson Chy</u> Mo the day and year first above written. Mul Schulte Notary Public "NOTARY SEAL Jill Schulte, Notary Public Cole County, State of Missouri My Commission Expires 4/20/2010 Commission Number 06433911

april 20 , 20 09.

My Commission expires

Home Office • Des Moines, Iowa

Rond	Mα	Rid	Bond	
DUNG	INU.	DIU	DUILU	

### **BID BOND**

(NOT VALID IF BID AMOUNT EXCEEDS \$ 5% of Price Bid)
KNOW ALL MEN BY THESE PRESENTS: That we, Stockman Construction Corp.
2021 Idlewood Road, Jefferson City, MO 65109
as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under
the laws of the State of Iowa and authorized to do business in the State of Missouri
, as Surety, are held and firmly bound unto the
Boone County, 601 E. Walnut Rm 208, Columbia, MO 65201
as obligee, in the sum ofFive Percent (5%) of Price Bid
DOLLARS, lawful money of the United
States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:
Project: Parking Lot Reconstruction Project # - 63-05NOV09
according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.
Signed, Sealed and Dated this <u>5th</u> day of <u>November</u> , 20 <u>09</u> .
•
Stockman Construction Corp  By: Dall A Kolf President  Witness  Frank very Mutual Security Segments
Wanda Hill  Witness  Employers Mutual Casualty Company  Surety  Thomas S. Naught  Attorney-in-Fagor
7007 (1-01)

# **EMC**Insurance Companies

P.O. Box 712 • Des Moines, IA 50306-0712

No.812562

# CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

Employers Mutual Casualty Company, an lowa Corporation EMCASCO Insurance Company, an lowa Corporation Union Insurance Company of Providence, an lowa Corporation Illinois EMCASCO Insurance Company, an lowa Corporation

- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

einafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, WILMA KEISER, TIMOTHY P. BASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, NATALIE LURVEY, TERA HUESGEN, INDIVIDUALLY, JEFFERSON CITY, MISSOURI

rue and lawful attorney in fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a

#### ANY AND ALL BONDS

to blind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of acts of said attorney pursuant to the authority hereby given are hereby rallified and confirmed.

S	100			200	
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APRIL 1, 2011

unless sooner revoked.

#### **AUTHORITY FOR POWER OF ATTORNEY**

Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a larly scheduled meeting of each company duly called and held in 1999:

OLYED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power authority to (1) appoint attorney-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and attachings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke tower and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, secute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and revitings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects highly and in all respects in the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects ing upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a field copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

4TNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 18TH day of FEBRUARY 2008

eals	minuo	E. Sanda,
SCO INSURA	ACT STANCE CO.	OX. ORPORA
ğ SEAL	1863	1953
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MUTUAN		RUTA KRUMINS Commission Number 176255
S MOINES.		My Comm. Exp. <u>Sept. 30, 2009</u>
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Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7 Jeffrey S. Birdsley Assistant Secretary

On this 18THday of FEBRUARY AD 2008 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.

My Commission Expires September 30, 2009.

Ruh Kunning

Notary Public in and for the State of Iowa

#### CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the

Vice-President

# WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

ounty of 1	OCIE_	)				
tate of <u>Mi</u>	ssoui,	)ss )				
Cons	1 ^	idder). This busin		•		
autho	rization program fo	r all employees wo	orking in connec	tion with servi	ces provided to t	he Count
This b	ousiness does not k	nowingly employ a	any person that	is an unauthor	ized alien in cor	nection
with th	ne services being p	rovided. Documen	tation of particip	oation in a fede	eral work authori	zation
progra	am is attached here	to.		, 4000 or 1000 z		
-	Furthermore, all s	ubcontractors wor	king on this con	tract shall affir	matively state ir	n writing in
their c	contracts that they a	re not in violation	of Section 285.	530.1, shall no	t thereafter be i	n violation
and su	ubmit a sworn affida	avit under penalty	of perjury that a	ll employees a	re lawfully pres	ent in the
United	l States.					
		Affiant Printed	CLAKLA rell A Ko d Name	71-72 Date	-09	
Subsci	ribed and sworn to	before me this $\frac{1}{2}$	the day of NOVE	mber, 20 <u>09</u>	1	
Some	" NOTARY S Jill Schulte, Nota Cole County, State My Commission Expir Commission Number	SEAL "  ary Public of Missouri es 4/20/2010	Notary	e Schul	te	

FY 2009 Budget Amendments/Revisions Capital Repair & Replacement (6200)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	12/10/2009	92700	Replc Grounds Improvement	356,600		Establish budget for jail parking lot construction	
2	12/10/2009	60110 71101	Major Building Repairs Professional Servces	8,760	8,760	Re-classify funds to cover engineering contract for jail parking lot	

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 09

**County of Boone** 

oone

In the County Commission of said county, on the

29<sup>th</sup>

day of December

09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish the initial budget for Architect/Engineering Fees & Reimbursables on Johnston Paint Bldg Remodel project:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4090	03915	Johnston Paint Bldg	OTI: From Capital Project		44,478.00
		Remodel	Fund		,
4090	71211	Johnston Paint Bldg	A/E Fees		41,478.00
		Remodel			,
4090	71212	Johnston Paint Bldg	A/E Reimbursables		3,000.00
		Remodel			,

Done this 29<sup>th</sup> day of December, 2009.

Ji Arbi.

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

Please send Lesa Roland a To: County Clerk's Office

Comm Order # <u>595 - 2009</u>

Return to Auditor's Office Please do not remove staple.

RE

signed decumulatiET AMENDALLIA

# RECEIVED

12/15/09

EFFECTIVE DATE

DEC 1 4 2009

FOR AUDITORS USE

									BOONE	COUNTY AUDITOR	(Use whole	\$ amounts)
D	epa	rtme	ent		A	CCOL	ınt		Department Name	Account Name	Decrease	Increase
4	0	9	0	0	3	9	1	5	Johnston Paint Bldg Remodel	OTI : From Capital Project Fund		44,478
4	0	9	0	7	1	2	1	1	Johnston Paint Bldg Remodel	A/E Fees		41,478
4	0	9	0	7	1	2	1	2	Johnston Paint Bldg Remodel	A/E Reimbursables		3,000
											-	
											+	
						<u> </u>				-		-
	l									<u> </u>		

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): To establish initial budget for Architect/Engineering Fees & Reimbursables on Johnston Paint Bldg Remodel project. Another budget amendment will be required to establish construction and owner's cost on this project.

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

A schedule of previously processed Budget Revisions/Amendments is attached.

A fund-solvency schedule is attached.

Comments:

AGENDA

**Auditor's Office** 

PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

Please Follow Buget Amendment Procedures





# **Boone County – Agreement for Architectural Services**

**Project Name:** 

**Boone County Johnston** 

Paint Building Remodel

Last Revised:

December 9, 2009

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2009, by and between Boone County, Missouri, by and through its County Commission, herein "Owner," and Simon Oswald Architecture, herein "Architect."

In consideration of the performance by each party of their respective obligations described in this Agreement, the parties agree as follows:

services for the purpose of design and construction of the project generally known as Boone County Johnston Paint Building, herein "Project." The Project contemplates Phase II architectural services for the interior remodel and reconstruction of the Johnston Paint Building. The approach to the project will be through an award of a contract to a General Contractor, with an employee of Owner serving as a project manager for Owner and the Owner designating Commissioner Kenneth M. Pearson as the Owner's representative. The Agreement between Owner and Architect for Phase I services approved by Commission Order 273-2009, along with a written proposal for Phase II services from Shelley Simon dated October 1, 2009, and a second proposal dated November 30, 2009, from Shelley Simon relating to the use of one or two general contractors on this project and the related Boone County Government Center project, is attached hereto and incorporated into this Agreement. In the event of a conflict between the terms of the

- 7. Compensation: In consideration of the Architect's provision of services under this Agreement, Owner agrees to compensate Architect as follows: attital sum of \$41,475.70 for the Johnston Paint Building remodel. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted upon completion of the work constituting the task or project for which services are provided. Periodic invoices shall not exceed the amounts permitted in the Architect's proposal approved by the Owner and shall not exceed the percentages of work progress as contemplated in paragraph 2 above. Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Architect's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Architect. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Architect. Notwithstanding anything herein to the contrary, any reimbursable expenses shall be limited to the sum of Three Thousand Dollars (\$3,000.00).
- 8. **Insurance:** Architect shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Architect shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Architect to obtain or maintain such insurance during this contract, or to provide

FY 2009 Budget Amendments/Revisions Johnston Paint Building Remodel Capital Project (4090)

Index #	Date Recd	Dept	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	12/14/2009	4090		OTI: Capital Projects Fund	44,478		Establish budget for transfer of funds from the Government Center	
		4090	71211	A/E Fees	41,478		Remodel fund and the architect/engineering fees and reimbursables	
		4090	71212	A/E Reimburseable	3,000		for the Johnston Paint Building remodel project.	

STATE OF MISSOURI

**County of Boone** 

December Session of the October Adjourned

Term. 20

09

In the County Commission of said county, on the

 $29^{th}$ 

day of December

09 20

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to establish the initial budget for Architect/Engineering Fees & Reimbursables on the Government Center Remodel project:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
4010	83919	Admin Bldg	OTO: To Capital Project		44,478.00
			Fund		ĺ
4010	71211	Admin Bldg	A/E Fees		199,621.00
4010	71212	Admin Bldg	A/E Reimbursables		10,200.00

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen\M. Miller

District I Commissioner

To: County Clerk's Office

Please send

Lesa Roland a

Copy of the signed Y, MISSOURI

RECEIVED

documentation

Thanks

DEC 1 4 2009

**3ET AMEN** 

Comm Order # <u>596-20</u>9

Return to Auditor's Office Please do not remove staple.

12/15/09 **EFFECTIVE DATE** 

FOR AUDITORS USE

										B00	ONE COUNTY AUDITOR	(Use whole	\$ amounts)
D	ера	rtme	ent ———	L		A	CCOL	ınt		Department Name	Account Name	Decrease	Increase
4	0	1	0		8	3	9	1	9	Admin Bldg	OTO : To Capital Project Fund		44,478
4	0	1	O		7	1	2	1	1	Admin Bldg	A/E Fees		199,621
4	0	1	0		7_	1.	2	1	2	Admin Bldg	A/E Reimbursables		10,200
				. 									-
							-					<del>                                     </del>	<u> </u>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): To establish initial budget for Architect/Engineering Fees & Reimbursables on Government Center Remodel project. Another budget amendment will be required to establish construction and owner's cost on this project.

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

A schedule of previously processed Budget Revisions/Amendments is attached.

A fund-solvency schedule is attached.

Comments:

**Auditor's Office** 

COMMISSIONER

DISTRICT II COMMISSIONER

#### BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing.





# **Boone County – Agreement for Architectural Services**

**Project Name:** 

**Boone County Government** 

Center

Last Revised:

December 9, 2009

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2009, by and between Boone County, Missouri, by and through its County Commission, herein "Owner," and Simon Oswald Architecture, herein "Architect."

In consideration of the performance by each party of their respective obligations described in this Agreement, the parties agree as follows:

services for the purpose of design and construction of the project generally known as Boone County Government Center, herein "Project." The Project contemplates Phase II architectural services for the interior construction of the third floor of the Government Center and various other remodeling projects on the second and first floor of the Government Center. The approach to the project will be through an award of a contract to a General Contractor, with an employee of Owner serving as a project manager for Owner and the Owner designating Commissioner Kenneth M. Pearson as the Owner's representative. The Agreement between Owner and Architect for Phase I services approved by Commission Order 273-2009 along with a written proposal for Phase II services from Shelley Simon dated October 1, 2009, and a second proposal dated November 30, 2009, from Shelley Simon relating to the use of one or two general contractors on this project and the related Johnston Paint Building project, is attached hereto and incorporated into this Agreement. In the event of a conflict between the terms of the proposal



7. Compensation: In consideration of the Architect's provision of services under this Agreement, Owner agrees to compensate Architect as follows: 6.8% of the ownerapproved, total estimated contract budget for the Government Center, or a total fee of \$178,311.22. Notwithstanding the foregoing, the total Architect fee for any ownerapproved change orders impacting architectural basic services shall not exceed the sum of \$199.621.00 for all Government Center basic services, however said cap does not apply to architectural services relating to any Owner-approved, additional services for the Government Center renovation such as the extension of the main stairwell to the third floor, the installation of an additional public elevator, installation of systems relating to any supplemental study or other additional services. The architectural fee for any of these Owner-approved, additional services shall be agreed to and approved by the parties in writing and in advance. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted upon completion of the work constituting the task or project for which services are provided. Periodic invoices shall not exceed the amounts permitted in the Architect's proposal approved by the Owner and shall not exceed the percentages of work progress as contemplated in paragraph 2 above. Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Architect's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Architect. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Architect.

# COPY

Notwithstanding anything herein to the contrary, any remainsable expenses shall be limited to the sum of Ten Thousand Two Hundred Dollars (\$10,200.00).

- 8. Architect shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Architect shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Architect to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Architect's obligations to maintain such insurance coverage and Architect shall indemnify and hold the Owner and all its personnel harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such damages, losses or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Architect, its agents or employees. The Architect shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.
- 9. **Owner Authorization:** When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no

FY 2009 Budget Amendments/Revisions Administration Building Construction (4010)

Index #	Date Recd	Dept	Account_	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
-1	6/16/2009	4010	71211	Government Center Cap Project	A/E Fees (Simon Oswald Contract)	42,500		Establish budget for architectural fees and reimbursable for remodel	
			71212	Government Center Cap Project	A/E Reimburseables	650		project.	
2	7/28/2009	4010	71212	Government Center Cap Project	A/E Reimburscables	1,584		Increase A/E reimburseables to cover structural engineering- 3rd floor stairs	
					Transfer in from 1/5th Cent Sales Tax Capital				
3	10/7/2009	4010	3915	Government Center Cap Project	Improvement Fund	1,000,000		Transfer \$1M from Fund 406	
4	10/28/2009	4010	71211	Government Center Cap Project	A/E Fees (Simon Oswald Contract)	15,000		Increase A/E contract and reimburseables to cover Energy Study	
			71212	Government Center Cap Project	A/E Reimburseables	1,100			
5	10/28/2009	4010	71211	Government Center Cap Project	A/E Fees (Simon Oswald Contract)	14,000		Increase A/E contract and reimburseables to cover Elevator Study	
			71212	Government Center Cap Project	A/E Reimburseables	400			
6	11/25/2009	4010	3913	Government Center Cap Project	Operating Transfer In from General Fund	78,600		Est, est, revenue for transfer in from General Fund. (\$591,400 transferred	
					•			from GF to Sheriff/Election Warehouse for a combined total of \$670,000)	
7	12/14/2009	4010	83919	Government Center Cap Project	OTO: To Capital Project Fund	44,478		Establish budget for the transfer of funds to the Johnston Paint Building	
			71211	Government Center Cap Project	A/E Fees	199,621		remodel and set up the architect/engineering fees & reimbursables for	
				Government Center Cap Project	A/E Reimbursables	10,200		the Government Center remodel.	

597 -2009

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 09

**County of Boone** 

ea.

In the County Commission of said county, on the

29<sup>th</sup>

day of December

09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to purchase gym equipment in addition to scanning and computer equipment, to begin archiving on micro-film Sheriff Department records:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2550	23850	Sheriff Revolving Fund	Minor Equip		2,430.00
2550	91301	Sheriff Revolving Fund	Computer Hardware		5,870.00
2550	91302	Sheriff Revolving Fund	Computer Software		612.00

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

To: County Clerk's Office

### REQUEST FOR BUDGET AMENDM

Comm Order # <u>597-2009</u>

Return to Auditor's Office Please do not remove staple.

# BOONE COUNTY MISSOURI

12/7/09 EFFECTIVE DATE

DEC 7 2009

FOR AUDITORS USE

										BOONE COL			
												(Use whole	\$ amounts)
D	Department		nt			Account				Department Name	Account Name	Decrease	Increase
2	5	5	0		2	3	8	5	0	Sheriff Revolving Fund	Minor Equip.		2430.00
2	5	5	0		9	1	3	0	1		Computer Hardware		5870.00
۵	5	5	0		9	1 3 0 2		2	" Computer Software			677.00	
													·
					4								

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): This Budget Amendment is for the purchase of gym equipment (acct 23850) for the new building and for scanning and computer equipment (acct 91301 & 91302) to be able to start a document scanning process for the archiving and micro-filming of our records.

Requesting Official

 TO BE COMPLETED BY AUDITOR'S OFFICE	
A schedule of previously processed Budget Revisions/Amendments is attached.	
A fund-solvency schedule is attached.	
Comments:	ACENDA

Auditor's Office

SIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

#### **BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget
   Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days
   commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

## Key Largo Fitness and Tanning

701 Hillsdale Road Columbia, Missouri 65201 Phone: 573-256-4293 Fax: 573-256-4385

EIN 20-8831946

Email: keylargofitness@hotmail.com



#### STATEMENT

Statement #: 2001 Date: December 3, 2009 Customer ID: BOCO 2008

#### Bill To:

Boone County Sheriff's Department Human Resources Attn: Angela Ayers 2121 County Road

Calumbia, Missouri 65202

Date	Туре	Invoice #	Description	Amount	Payment	Balance
12-3-2009	Hammer	2101	ISO Log Extension	450.00		450.00
12-3-2009	Hammer	2101	ISO Leg Curl	450.00		450.00
12-3-2009	Flex	2101	Counter Balanced 7% Smith Machine	500.00		500.00
12-3-2009	Cybex	2101	Plate Loaded Arm Curl	300.00		200.00
12-3-2009	Cybex	2101	Pull Up/Dip Station	150.00		150.00
12-3-2009	Cybex	2101	Olympic Plate Tree	50.00		50.00
12-3-2009	York	2101	Ruhber Encased 45th Place .60/lb	270.00		270.00
12-3-2009	York	2101	Rubber Encased 35th Plate .60/tb	210.00		210,00
12-3-2009	York	2101	Rubber Encased 25th Place .60/lb	150.00		150.00
					Total	\$2,430.00

REMITTANCE

Customer II): Statement #:

Date:

Amount Duc:

Amount Enclosed:

Terms: 30 days

Key Largo Fitness and Tanning is proud to offer Boone County Employees a corporate discount on membership. Call nearest facility for details!

Bast 256-4293 West 441-0059



November 3, 2009 9:15 AM

State of MO-PVC-ST -- C206026001

Quote Number:

Page 1 of 1

repared By

hone:

'.O,C.:

cct. Mgr. Phone: icct. Mgr. e-mail:

1136351.0

Vorld Wide Technology, Inc.

6 Weldon Parkway t. Louis, MO 63043

314-919-1592

ax: -mail:

ashley.hummert@wwt.com HUMMERT, ASHLEY

ccount Manager:

Hummert, Ashley

Submitted Date: Contact:

Agency/Company:

Gish, Aron

Boone County, MO - Information Technology

Phone: Fax: e-mall: 573-886-4319

agish@boonecountymo.org

Bid #: WWT Quote #: scanners 1136351.0

ltem	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)
1	Fujitsu fi 6670 - Document scanner - Duplex - Ledger - 600 dpl x 600 dpl - up to 90 ppm (mono) / up to 90 ppm (color) - ADF ( 200 sheets ) - up to 15000 scans per day - Ultra SCSI / Hi-Speed USB	FUJITSU COMMUNICATIONS	PA03576-B505	1	\$3,956.98	\$3,956.98	
2	Fujitsu fi 6770 - Document scanner - Duplex - Ledger - 600 dpi x 800 dpi - up to 90 ppm (mono) / up to 90 ppm (color) - ADF ( 200 sheets ) - up to 15000 scans per day - Ultra SCSt / Hi-Speed USB	FUJITSU COMMUNICATIONS	PA03576-B005	1	\$5,144.95	<b>\$</b> 5, <b>14</b> 4.95	

Subtotal:	\$9,101.93
0% Contract Fee (Minimum \$0.00):	\$0.00
Shipping Charges:	\$0.00
Grand Total:	\$9,101.93

#### \* ATS - Available to Ship

-To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions, -go online to http://www.wwt.com/ciscotraining.html or call WWT today at (800) 432-7008 Please call 888-234-8898

Option #1 - Sales/Place Order Option #2 - Order Status/Return

Option #3 - Service (report a trouble call

Option #4 - Hardware Maintenance Pricing



State of MO-PVC-ST -- C206026001 November 3, 2009 2:22 PM Page 1 of 1

Irish, Ryan Boone County, MO - Information Technology rirish@boonecountymo.org HP Desktop dc7900 1136628.0 573-886-4445 Submitted Date: Contact: Agency/Company: Bid #: WWT Quote #: Fax: e-mail: Phone: ashley.hummert@wwt.com Hummert, Ashley 314-919-1592 Quote Number: 1138628;0 forld Wide Technology, Inc. 6 Weldon Parkway t. Louis, MO 63043 repared By

HUMMERT, ASHLEY

ccount Manager: cct. Mgr. Phone: cct. Mgr. e-mall:

ax: -mall: .0.C Extended Price \$590.00 \$135.00 \$590.00 \$135.00 á AW385US#ABA GS918AA HEWLETT PACKARD HEWLETT PACKARD HP Compaq Business Desktop dc7900 - CMT - 1 x Core 2 Duo E8500 / 3.16 GHz - RAM 4 GB - HDD 1 x 160 GB - UVD-RW (£R DL) / DVO-RAM - GMA 4500 Dynamic Video Memory Technology 5.0 - Gigabit Ethernet - Vista Business / XP Pro downgrade - Intel vPro Technology - Monitor: none HP L1910 - LCD display - TFT - 19" - 1280 x 1024 / 75 Hz - 300 cd/m2 - 800:1 - 5 ms - 0.294 mm - VGA - sliver, carbonite Description 7

\$0.00 \$0.00 \$725.00 \$725.00 0% Contract Fee (Minimum \$0.00): Shipping Charges: Grand Total: Subtotal:

\* ATS - Available to Ship

-To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions, -go online to http://www.wwt.com/discotraining.html or call WWT today at (800) 432-7008 Please call 886-234-8898 Option #1 - Sales/Jace Order Coption #2 - Order Status/Return Option #2 - Order Status/Return Option #2 - Service (report a trouble call Option #4 - Hardware Maintenence Pricing



October 23, 2009 8:1 AM

Page 1 of 1

repared By

State of MO-PVC-ST -- C206026001

Quote Number:

1132912.0

Hummert, Ashley

Vorld Wide Technology, Inc. i6 Weldon Parkway st. Louis, MO 63043

hone:

ex: -mall:

Account Manager: Acct. Mgr. Phone: Acct. Mgr. e-mall:

.O.C.:

314-919-1592

ashley.hummert@wwt.com HUMMERT, ASHLEY

Submitted Date:

Contact: Agency/Company:

Wilper, Neal Boone County, MO - Information Technology

Phone:

573-886-4442

e-mail:

nwilper@boonecountymo.org

Bld#:

Adobe Acrobat Standard

WWT Quote #: 1132912.0

Itei	n Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended *ATS Price (Days)
1	Adobe Acrobat Standard - ( v. 9 ) - license - 1 user - GOV - TLP - level S ( 1+ ) - Win - 300 points - Universal English	ADOBE SYSTEMS	54026197HS	1	\$152.26	\$152.26
2	Adobe Acrobat Standard - ( v. 9 ) - media - GOV, GSA, NACT - TLP, CLP - DVD - Win - Universal English	ADOBE SYSTEMS	22002413DG	1	\$19.44	\$19.44
-			<del></del>			

\$171.70 Subtotal: 0% Contract Fee (Minimum \$0.00): \$0.00 Shipping Charges: \$0.00 **Grand Total:** \$171.70

#### \* ATS - Available to Ship

-To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions, -go online to http://www.wwt.com/ciscotraining.html or call WWT today at (800) 432-7008 Pleese call 888-234-8898

Option #1 - Sales/Place Order

Option #2 - Order Status/Return

Option #3 - Service (report a trouble call

Option #4 - Hardware Maintenance Pricing

From: To: Chad Martin Caryn Ginter

Date:

12/7/2009 10:40 AM

Subject:

Fwd: Scanning Station Quote

**Attachments:** 

ScannerQuote.pdf; PCQuote.pdf; AcrobatStandard.pdf

>>> Aron Gish 12/3/2009 10:13 AM >>> Hardware - Fujitsu fi6770 Document Scanner - \$5,144.95 (Option 2 on attached ScannerQuote.pdf) PC Workstation - \$725.00

Software -MS Office Standard - \$400 Antivirus Software - \$40 Adobe Acrobat Standard -\$171.70

Total = \$6,481.65

FY 2009 Budget Amendments/Revisions Sheriff Revolving Fund Activity (2550)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	2/26/2009	23850 91300 92300	Minor Equip & Tools Machinery & Equipment Replacement Mach & Equip	1,360 8,700 11,500		Purchase antennas, emergency equip, K9 & handler training	
2	5/4/2009	92300 59000 37230 23850	Replacement Mach & Equip Gasoline Meals & Lodging - Training Minor Equip & Tools <\$1000	650 5,560 1,000	11,500	Eliminate K9 handler & training (purchased with donations). Add meals & lodging, gasoline, and minor equip.	
3	7/29/2009	23050	Other Supplies	863		Purchase recruitment display board	
4	12/7/2009	23850 91301 91302	Minor Equip & Tools <\$1000 Computer Hardware Computer Hardware	2,430 5,870 612		Establish budget for the purchase of gym equipment for the new warehouse. Establish budget to purchase scanner and computer for scanning station.	

## Fund Statement - Sheriff Revolving Fund 255 (Nonmajor)

	2008 Actual	2009 Budget w/Amendment	2009 Projected	2010 Budget
REVENUES:		<u> </u>		
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	51 400	50.050	-	74.004
Licenses and Permits	51,428	50,872	69,534	76,284
Intergovernmental	-	-	-	-
Charges for Services Fines and Forfeitures	-	-	-	-
Interest	1,147	725	389	389
Hospital Lease	1,147	123	307	367
Other	_	•	_	_
Total Revenues	52,575	51,597	69,923	76,673
EXPENDITURES:				
Personal Services	-	-	-	=
Materials & Supplies	1,559	5,653	3,223	-
Dues Travel & Training	-	5,560	5,560	-
Utilities	-	-	-	-
Vehicle Expense	-	650	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	13,568	15,140	25,840	30,012
Debt Service (Principal and Interest)	500	-	=	-
Other Fixed Asset Additions	500	15 192	9.700	-
Total Expenditures	1,782 17,409	- <u>15,182</u> <b>42,185</b>	- <u>8,700</u> 43,323	30,012
•				
REVENUES OVER (UNDER) EXPENDITURES	35,166	9,412	26,600	46,661
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt			<u> </u>	<del>-</del> _
Total Other Financing Sources (Uses)	-	-	-	-
REVENUES AND OTHER SOURCES OVER (UNDER)				
EXPENDITURES AND OTHER USES (BUDGET BASIS)	35,166	9,412	26,600	46,661
FUND BALANCE (GAAP), beginning of year	18,865	54,031	54,031	80,631
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year				<u> </u>
FUND BALANCE (GAAP), end of year	\$ 54,031	\$ 63,443	\$ 80,631	\$ 127,292
THE PART OF PROPERTY AND PROPERTY.				
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:	<b>c</b> h	<b>c</b>	r.	er.
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves Debt Service/Restricted Assets	-	-	•	-
Prior Year Encumbrances	_	_	_	_
Designated:	-	_	•	•
Capital Project and Other	_	_	_	_
Total Fund Balance Reserves and Designations, end of year	-	-	-	
FUND BALANCE, end of year FUND BALANCE RESERVES/DESIGNATIONS, end of year	54,031	63,443	80,631	127,292
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 54,031	\$ 63,443	\$ 80,631	<u>\$ 127,292</u>

598 -2009

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 09

**County of Boone** 

In the County Commission of said county, on the

29<sup>th</sup>

day of December

0 09

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

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen Miller to approve and sign individual Change Orders in an amount up to \$5,000 for the Sheriff/Election Warehouse Project.

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

**County of Boone** 

In the County Commission of said county, on the

29<sup>th</sup>

day of December

09

09

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

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Skip Elkin to approve and sign individual Change Orders in an amount up to \$5,000 for the Jail Parking Lot Project.

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20

**County of Boone** 

In the County Commission of said county, on the

 $29^{th}$ 

day of December

09

09

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

Now on this day the County Commission of the County of Boone does hereby release the lien and its interest in the 1992 Ford Aerostar with vehicle identification number 1FMDA11U4NZB68678.

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Kareh M. Miller

District I Commissioner

Skip Elkin

600-2009

**Ken Pearson**, Presiding Commissioner **Karen M. Miller**, District I Commissioner **Skip Elkin**, District II Commissioner



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**

December 29, 2009

Boone County Senior Citizen Services Corp. c/o Tim Antal 3105 Bluff Creek Dr. Columbia, MO 65201

Re: Release of Lien on Motor Vehicle

Dear Mr. Antal,

Boone County hereby releases the lien and its interest in the 1992 Ford Aerostar with vehicle identification number 1FMDA11U4NZB68678.

Kenneth M. Pearson Presiding Commissioner

AZ98476D

#### HAMPONAMISSOURI CERTIFICATE OF TITLE TITLE NUMBER 00870JJ860 ORIGINAL VEHICLE IDENTIFICATION NUMBER MAKE BODY STYLE MODEL 1FMDA11U4NZB68678 92 FORD **AEROSTAR** VAN CYL PREVIOUS STATE MILEAGE AT TIME OF TRANSFER TAX PURCHASE DATE DATE ISSUED 29 51565\* PAID 01/29/99 03/09/99 OWNER BOONE CTY SENIOR CITIZEN SERVICES CORP 1623 ANTHONY COLUMBIA MO 65201 MAIL TO bladdaddhaaddalaladaladadd BOONE COUNTY MO 801 E WALNUT 245 COLUMBIA MO 65201-4890 VEHICLE SUBJECT TO FOLLOWING LIEN(S) FIRST LIEN NAME OF FIRM BOONE COUNTY MO 801 E WALNUT 245 SIGNATURE OF AUTHORIZED AGENT COLUMBIA MO 65201 DATE RELEASED: SECOND LIEN NAME OF FIRM SIGNATURE OF AUTHORIZED AGENT DATE RELEASED: BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY MILEAGE STATEMENT \*ACTUAL MILEAGE. ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE.

мо 850-0331 (8-97) С26676266

DIRECTOR OF REVENUE DOR-387 (8-97)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

# C26676266

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3105 Bluff Creek Dr. Columbia, MO 65201

Voice:

(573) 442-6060

Fax:

(573) 874-8060

Date: 1/21/09	_
To: JESSICE O BOONE CO. Commissions	
Fax: 886-4311	
Phone: 886~4305	,
From: Tim Antal	
Re: Van Title	
Pages: 3	
Cc:	

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STATE OF MISSOURI

December Session of the October Adjourned

09 Term. 20

**County of Boone** 

In the County Commission of said county, on the

29<sup>th</sup>

day of December

09

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

Now on this day the County Commission of the County of Boone does hereby approve the agreement between Boone County, Missouri and the Laborer's Local Union to extend the MOU through February 1, 2010. The terms of this contract are stipulated in the attached agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

District I Commissioner

Skip Elkin

#### AGREEMENT FOR EXTENSION OF MOU TO ALLOW TIME FOR NEGOTIATION

THIS AGREEMENT dated the **29** day of December, 2009, is made and entered into by and between Boone County, Missouri, a first class non-charter county, by and through its County Commission, herein "County," and the Laborer's Local Union 773, herein "Union."

#### WITNESSETH:

WHEREAS, the Union has provided timely, written notice to the County of its desire to change or revise the MOU currently in place between County and Union; and

WHEREAS, by the terms of the MOU, negotiations were to commence no later than the first day of October, 2009; and

WHEREAS, by the terms of the MOU, the current MOU will expire on December 31, 2009; and

WHEREAS, due to the pressures of time, other business of both parties and a change in the legal effect of the MOU in Missouri since the last negotiation, there has not been sufficient time for both parties to formulate positions and begin negotiations; and

WHEREAS, the parties have mutually agreed that it would be in both parties' interest to extend the existing MOU's termination date to allow for sufficient time to engage in good-faith negotiations;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The parties agree that the existing MOU between the parties shall be extended to February 1, 2010.

- 2. The parties will make a good-faith effort to engage in negotiations regarding the amendment or revision of the MOU between the parties from and after the date of this Agreement and before the extension deadline of February 1, 2010.
- 3. The signatories to this agreement, by signing this agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date(s) indicated below.

**BOONE COUNTY, MISSOURI** By and through its County Commission

KENNETH M. PEARSON **Presiding Commissioner** 

DATED: 12/29/04

ATTEST:

). Woren K5

County Clerk

**LABORER'S LOCAL UNION 773** 

Printed Name: REX TAGGAPT

Title: FIELD PEPRESONTATIVE

DATED: 12/28/09

## **D**

## $2^{-2009}$

## **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 09

**County of Boone** 

In the County Commission of said county, on the

 $29^{\text{th}}$ 

day of December

**20** 09

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

Now on this day the County Commission of the County of Boone does hereby approve the appointment of Shann Sievers to the Industrial Development Authority effective 12/29/2009 and expiring on 8/31/2011.

Done this 29<sup>th</sup> day of December, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

602-2009

Ken Pearson, Presiding Commissioner Karen, M. Miller, District I Commissioner Skip Elkin, District II Commissioner

Hective: 12/24/09 expires: 8/31/2011



Boone County Government Center

801 E. Walnut, Room 245 Columbia, MO 65201

573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

# **Boone County Commission**

### **BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM**

Board or Commission	Term: 10/28/2009			
Current Township:	Selumbia KUM		Todays's Date:	10/28/2009
Name: Shann Sie	J	-		
Home Address: 386	9 Felicity Lane		Zip Code:	65203
Business Address:	Missouri Employers Mutual Insuranc	ce 101 N. Keene St	reet Zip Code:	65201
Home Phone: 573-82	3-8192	Work Phone: E-mail:	873-499-4175 ssievers@mem-ins.co	om
Qualifications: Owne Bach	er of multiple properties in Bo elor's and Master's degrees t	one County from MU		
Past Community Serv	ice:			
	Wilson - 573-499-4323 y Johnson - 573-499-4365			
	o the information in this applied to the information in this applied to the thick applied to			
	A	oplicant Signatu	re	
Return Application To	Boone County Commission Boone County Governme 801 East Walnut, Room 2	nt Center		

Columbia, MO 65201 Fax: 573-886-4311