

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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 the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 501 N East Park Lane (parcel # 17-320-12-01-024.00 01).

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	July Session
501 N East Park Lane	)	June Adjourned
Columbia, MO 65202	)	Term 2012
	)	Commission Order No. <u>330-2012</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 10<sup>th</sup> day of July 2012, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash and junk on the premises.
4. The location of the public nuisance is as follows: 501 N East Park Lane Lot 19 Resub of replat of Sunrise Estates a/k/a parcel # 17-320-12-01-024.00 01 Section 12, Township 48, Range 12 as shown by deed book 0012 page 0071, Boone County
5. The specific violation of the Code is: weeds in excess of 12 inches tall on the premises in violation of section 6.7 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 15th day of May, 2012, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk



501 N East Park Lane

Pictures taken 6/20/12 by Kala Gunier



501 N East Park Lane

ACTIVITY LOG

5/14/12	citizen complaint received
5/15/12	inspection conducted
5/16/12	notice of violation sent via Certified Mail
5/29/12	notice signed for by Elmer Wright
6/6/12	complaint received
6/20/12	complaint received
6/20/12	reinspection conducted
6/20/12	pictures taken
6/21/12	hearing notice sent via First Class Mail



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Jessica & Elmer Wright  
3718 Foxtail Lane  
Fulton, MO 65251

An inspection of the property you own located at 501 N East Park Lane (parcel # 17-320-12-01-024.00 01) was conducted on May 15, 2012 and revealed weeds in excess of 12" high on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

**You are herewith notified that a hearing will be held before the County Commission on Tuesday, July 10, 2012 at 9:30 AM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri.** The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

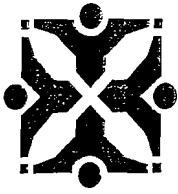
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kala Gunier  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 21 day of June, 2012 by OV

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

## NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Jessica & Elmer Wright  
3718 Foxtail Lane  
Fulton, MO 65251

An inspection of the property you own located at 501 N East Park Lane (parcel # 17-320-12-01-024.00 01) was conducted on May 15, 2012 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the weeds have not been cut by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the weeds are not cut and removed as ordered, the County Commission may have the weeds cut and removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the weeds are cut within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier  
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 16 day of May 2012 by OR.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)

**Parcel** 17-320-12-01-024.00 01 **Property Location** 501 N EAST PARK LN

City COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)  
 Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner WRIGHT JESSICA & ELMER  
 Address 3718 FOXTAIL LN  
 City, State Zip FULTON, MO 65251-3090

Subdivision Plat Book/Page 0012 0071  
 Section/Township/Range 12 48 12

Legal Description RESUB OF REPLAT OF SUNRISE EST  
 LOT 19

Lot Size 95 x 175  
 Irregular shape Y

Deed Book/Page 3268 0019 3010 0041 2727 0133 1883 0652

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	15,200	77,300	92,500	RI	2,888	14,687	17,575
Totals	15,200	77,300	92,500	Totals	2,888	14,687	17,575

Most Recent Tax Bill(s)

**Residence Description**

Year Built 1981 (Estimate)  
 Use SINGLE FAMILY (101)

Basement	NONE (1)	Attic	NONE (1)
Bedrooms	3	Main Area	1,470
Full Bath	2	Finished Basement Area	0
Half Bath	0		
Total Rooms	4	Total Square Feet	1,470

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

JUN 21 2012

MAY 16 2012





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## County Reports on the Weed hotline

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Marsha Perkins <mlp@gocolumbiamo.com>  
To: Michala Gunier <magunier@gocolumbiamo.com>

Mon, May 14, 2012 at 1:20 PM

Hi Kala -  
Here are some reports I pulled off of the weed hot line today:

6560 Southwest Way has tall grass. Reported 5-14-12 at 1005 hours - no name or number

501 N.E. Park Lane - sunrise estates - John at 489-8270 reported call grass

Thanks!

--  
Marsha Perkins  
Senior Environmental Health Specialist  
Office of Neighborhood Services  
Department of Community Development  
701 E. Broadway  
Columbia, MO 65201  
(573) 874-7441

Call ID . . . . : 5334  
Customer ID . . :

Type information, press Enter.

Comment

501 E Park Lane (Sunrise Estates), not mowed this year, fence is broke down. Please call Patty Tripp at 474-3353 when finished with the inspection to discuss what can be done about this abandon property.

User ID

KKCASSID	6/06/12
KKCASSID	6/06/12
KKCASSID	6/06/12
KKCASSID	6/06/12
KKCASSID	6/06/12
MAGUNIER	
MAGUNIER	
MAGUNIER	
MAGUNIER	
MAGUNIER	
MAGUNIER	

More...

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F10=Display sequence    F12=Cancel



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## Tall Grass and Weeds on East Park Lane - Sunrise Estates

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Marsha Perkins <mlp@gocolumbiamo.com>

Wed, Jun 20, 2012 at 7:33 AM

To: Michala Gunier <magunier@gocolumbiamo.com>

Hi Kala -

A woman called in and reported a house on East Park Lane that was abandoned, and had a weed/grass problem. I think you guys are aware of it already. She called from 474-8008.

Have a good one!

--

Marsha Perkins  
Senior Environmental Health Specialist  
Office of Neighborhood Services  
Department of Community Development  
701 E. Broadway  
Columbia, MO 65201  
(573) 874-7441

Boone County, Missouri  
Unofficial Deed



Recorded In Boone County, Missouri

Date and Time 02/04/2008 at 09:31:56 AM

Instrument # 2008002165 Book 3268 Page 19

Grantor STAHL, BRIAN

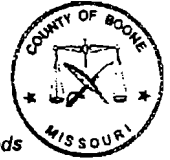
Grantee WRIGHT, JESSICA

Instrument Type WD

Recording Fee \$27 00 S

No of Pages 2

  
Bettie Johnson, Recorder of Deeds



File Number. 221455

### GENERAL WARRANTY DEED

This Deed, Made and entered on JANUARY 28<sup>th</sup>, 2008 by and between

Brian Stahl and Orly Stahl, husband and wife of the County of Pima, State of Arizona, Party or Parties of the First Part, GRANTOR, and

Jessica Wright and Elmer Wright, wife and husband whose Mailing Address is 501 N. East Park Ln., Columbia, MO, 65201 Party or Parties of Second Part, GRANTEE.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1 00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of BOONE and State of Missouri, to-wit:

Lot Nineteen (19) of the Resubdivision of the Replat of Sunrise Estates Subdivision Amended as shown by the plat recorded in Plat Book 12, Page 71, records of Boone County, Missouri

Also known as: 501 N. East Park Ln., Columbia, MO, 65201

Subject to building lines, conditions, restrictions, and easements, and zoning regulations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever

The said party or parties of the first part hereby covenanting that said party or parties and their heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hand or hands the day and year first above written

Brian Stahl  
Brian Stahl

Orly Stahl  
Orly Stahl

STATE OF ARIZONA )  
COUNTY OF PIMA )ss

On January 28, 2008, before me personally appeared Brian Stahl and Orly Stahl, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written

Daniel R. Bustos  
Notary Public DANIEL R. BUSTOS  
My term expires MAY 17 2010





**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jessica & Elmer Wright  
 3718 Foxtail Lane  
 Fulton, MO 65251

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X Elmer Wright  Agent  Addressee  
 B. Received by (Printed Name) Elmer Wright  
 C. Date of Delivery 5/29/12  
 D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

7011 1150 0000 8664 5733

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

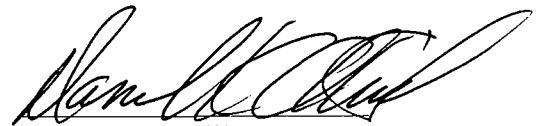
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4850 E Leora Lane (parcel # 12-204-10-03-001.00 01).

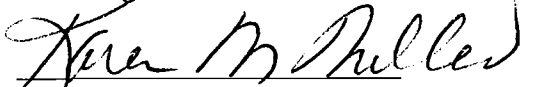
Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

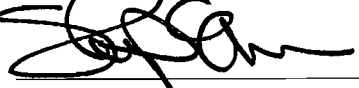
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	July Session
4850 E Leora Lane	)	June Adjourned
Columbia, MO 65202	)	Term 2012
	)	Commission Order No. <u>331-2012</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 10<sup>th</sup> day of July 2012, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash and junk on the premises.
4. The location of the public nuisance is as follows: 4850 E Leora Lane Lot 28 Sharidan Hills Subdivision Block 1 a/k/a parcel # 12-204-10-03-001.00 01 Section 10, Township 49, Range 12 as shown by deed book 1052 page 0135, Boone County
5. The specific violation of the Code is: weeds in excess of 12 inches tall on the premises in violation of section 6.7 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 22nd day of May, 2012, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County



Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

4850 E Leora Lane  
Pictures taken by Kala Gunier June 14, 2012

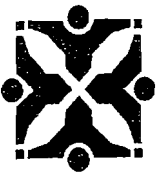


4850 E LEORA LANE

ACTIVITY LOG

5/21/12	Citizen complaint received via Commissioner Elkin
5/22/12	Inspection of property conducted
5/23/12	notice of violation sent via Certified Mail
5/24/12	Certified letter signed for
6/14/12	reinspection conducted
6/14/12	pictures taken
6/18/12	hearing notice sent via First Class Mail

This is a chronic nuisance property – the Health Department has abated this property numerous times.



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Mike Mehrdad  
PO Box 1713  
Columbia, MO 65202

An inspection of the property you own located at 4850 E Leora Lane (parcel # 12-204-10-03-001.00 01) was conducted on May 22, 2012 and revealed weeds in excess of 12" high on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

**You are herewith notified that a hearing will be held before the County Commission on Tuesday, July 10, 2012 at 9:30 AM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri.** The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

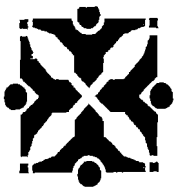
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kala Gunier  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 18 day of June, 2012 by DN

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015  
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407  
[www.GoColumbiaMo.com](http://www.GoColumbiaMo.com)



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI

HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH
HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Mike Mehrdad
PO Box 1713
Columbia, MO 65205

An inspection of the property you own located at 4850 E Leora Lane (parcel # 12-204-10-03-001.001) was conducted on May 22, 2012 and revealed growth of weeds in excess of twelve inches high on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.7. A reinspection will be conducted at the end of the 15-day period. If the weeds have not been cut by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the weeds are not cut and removed as ordered, the County Commission may have the weeds cut and removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the weeds are cut within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature]

Kata Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 23 day of May 2012 by [initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

**Parcel** 12-204-10-03-001.00 01 **Property Location** 4850 E LEORA LN  
 City \_\_\_\_\_ Road COUNTY ROAD DISTRICT (CO) School HALLSVILLE (R4)  
 Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner MEHRDAD MIKE  
 Address PO BOX 1713  
 City, State Zip COLUMBIA, MO 65205-1713

Subdivision Plat Book/Page 0010 0181  
 Section/Township/Range 10 49 12

Legal Description SHARIDAN HILLS SD BLK 1  
 LOT 28  
 Lot Size 75 x 116  
 Irregular shape Y

Deed Book/Page 1052 0135

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	20,400	28,900	49,300	RI	3,876	5,491	9,367
Totals	20,400	28,900	49,300	Totals	3,876	5,491	9,367

MAY 23 2012

Most Recent Tax Bill(s)

**Residence Description**

Year Built 2003  
 Use SINGLE FAMILY (101)

Basement NONE (1) Attic NONE (1)

Bedrooms 3 Main Area 2,292  
 Full Bath 2 Finished Basement Area 0  
 Half Bath 0  
 Total Rooms 7 Total Square Feet 2,292

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

*complaint  
 5/21/12 - Skip Egan*

JUN 18 2012

# Boone County, Missouri

## Unofficial Document

Filed for record on January 11 1993 at 9:30 AM in Boone Co. Mo.  
Document No. 227 recorded in Book 1052 page 195 Bette Johnson, Recorder of Deeds

FORM 943-A

ELKINS-SWYERS CO., SPRINGFIELD, MO.

CLASS 88

### COLLECTOR'S DEED FOR TAXES

135

Whereas, MIKE MEHRDAD did, on the ?th day of DECEMBER, 1993 produce to the undersigned RAYMOND W. EASLEY, Collector of the County of BOONE, in the State of Missouri, a certificate of purchase, in writing, bearing date the 28th day of AUGUST, 1991, signed by RAYMOND W. EASLEY, who at the last mentioned date was Collector of said county, from which it appears that the said MIKE MEHRDAD did on the 28th day of AUGUST, 1991, purchase at public auction at the door of the courthouse in said county, the tract, parcel or lot of land lastly in this indenture described, and which lot was sold to MIKE MEHRDAD for the sum of TWO HUNDRED dollars and 80 cents, being the amount due on the following tracts or lots of land, returned delinquent in the name of EARL G. HILGER, JR. & JEAN RILEY for the non-payment of taxes, costs and charges for the years 1989 & 1990 namely: 12-204-10-03-001, SHARIDAN RILES SQ BLK 1, LOT 28, BOONE COUNTY MO. 10-49-12

which said lands have been recorded, among other tracts, in the office of said Collector, as delinquent for the non-payment of taxes, costs, and charges due for the year last aforesaid, and legal publication made of the sale of said lands; and it appearing that the said MIKE MEHRDAD is the legal owner of said certificate of purchase and the time fixed by law for redeeming the land therein described having now expired, the said EARL G. HILGER, JR. & JEAN RILEY, nor any person in his behalf having paid or tendered the amount due the said MIKE MEHRDAD on account of the aforesaid purchase, and for the taxes by him since paid, and the said MIKE MEHRDAD having demanded a deed for the tract of land mentioned in said certificate, and which was the least quantity of the tract above described that would sell for the amount due thereon for taxes, costs and charges, as above specified, and it appearing from the records of said County Collector's office that the aforesaid lands were legally liable for taxation, and had been duly assessed and properly charged on the tax book with the taxes for the years 1989 & 1990

Therefore, this indenture, made this 7th day of DECEMBER, 1993, between the State of Missouri, by RAYMOND W. EASLEY, Collector of said county, of the first part, and the said MIKE MEHRDAD of the second part, Witnesseth: That the said party of the first part, for and in consideration of the premises, has granted, bargained and sold unto the said party of the second part, his heirs and assigns, forever, the tract or parcel of land mentioned in said certificate, situate in the County of BOONE, and State of

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 11th day of January, 1994 at 8 o'clock and 38:48 minutes AM and is truly recorded in Book 1052 Page 135.

Witness my hand and official seal on the day and year aforesaid.

LETITIA JOHNSON, RECORDER OF DEEDS  
 by *[Signature]* deputy

STATE OF MISSOURI } ss.  
 COUNTY OF BOONE }  
 Document No. 787



STATE OF MISSOURI )  
 )  
 PUBLIC NOTARY  
 MY COMMISSION EXPIRES: JULY 12, 1995  
 VELDA V. ROEMER (L.S.)

In Witness Whereof I have hereunto set my hand and seal, this 7th day of January, 1994.

RAYMOND H. EASTLEY, Collector of said county, and acknowledged that he executed the foregoing deed for the uses and purposes therein mentioned.

Before me, the undersigned, in and for said county, in the County of BOONE, STATE OF MISSOURI, RAYMOND H. EASTLEY, Collector of said county, personally came the above named RAYMOND H. EASTLEY, Collector of said county, and acknowledged that he executed the foregoing deed for the uses and purposes therein mentioned.

RAYMOND H. EASTLEY  
 Collector of said county



In Testimony Whereof, the said RAYMOND H. EASTLEY, Collector of said county of Boone, Missouri, has hereunto set his hand, and affixed his official seal, this 7th day of January, 1994.

To have and to hold the said last mentioned tract or parcel of land, with the appurtenances thereto belonging, to the said party of the second part, his heirs and assigns forever, in as full and ample a manner as the Collector of said county is empowered by law to sell same.

18-804-10-02-001. SHARIDAH HILLS 5D BLK 1, LOT 28, BOONE COUNTY MO. 10-49-13



**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL RECEIPT**

7011 1150 0000 8664 5757

KG

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		5.75

Postmark  
MAY 22 11:50 AM '02

Mike Mehrdad  
P.O. Box 1713  
Columbia, MO 65205

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mike Mehrdad  
P.O. Box 1713  
Columbia, MO 65205

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
X *Tan C Ho*

B. Received by (Printed Name) *Tan C Ho* C. Date of Delivery *5/24/02*

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

Article Number (Transfer from service label) *KG* 7011 1150 0000 8664 5757

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

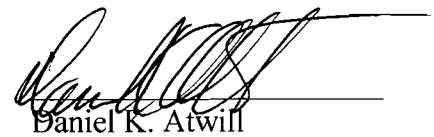
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 217 Sarazen (parcel # 17-313-11-01-037.00 01).

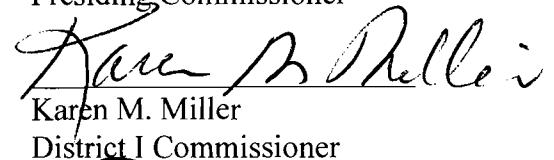
Done this 10<sup>th</sup> day of July, 2012.

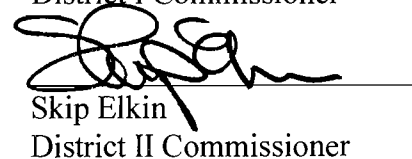
ATTEST:

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

  
 Daniel K. Atwill

Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	July Session
217 Sarazen	)	July Adjourned
Columbia, MO 65202	)	Term 2012
	)	Commission Order No. <u>332-2012</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 10<sup>th</sup> day of July 2012, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish and garbage on the premises.
4. The location of the public nuisance is as follows: 217 Sarazen, a/k/a parcel# 17-313-11-01-037.00 01, Section 24, Township 48, Range 13 as shown in deed book 3521 page 0088, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish and garbage in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the the 21<sup>st</sup> day of May 2012 to the lienholder and on the 22<sup>nd</sup> day of May 2012 to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

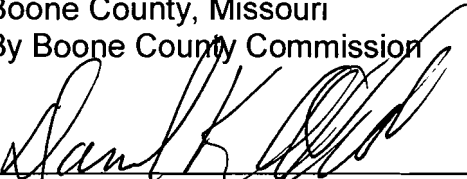
**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

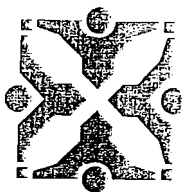
  
\_\_\_\_\_  
Boone County Clerk

TAKEN 6/28/12 @ ~ 2:00 PM  
217 SARAZEN



Daniel and Dedra Midlam/Countrywide Home Loans Inc.  
217 Sarazen – trash violation  
TIMELINE

- 5/16/12: citizen complaint received
- 5/17/12: initial inspection conducted
- 5/18/12: notice of violation sent to owner and lienholder
- 5/21/12: lienholder signed for notice
- 5/22/12: owner signed for notice
- 5/23/12: owner called Health Department and stated that he no longer owns the house
- 6/14/12: telephoned Bank of America Field Services from posting on window – BOA rep stated that they would have an estimate approved by 6/19/12
- 6/28/12: 2<sup>nd</sup> reinspection conducted – violation not abated - pictures of violation taken @ ~ 2:00 pm
- 6/29/12: hearing notice sent



# CITY OF COLUMBIA/BOONE COUNTY MISSOURI



HEALTH DEPARTMENT

DIVISION OF ENVIRONMENTAL HEALTH

## HEARING NOTICE

Daniel and Dedra Midlam  
217 Sarazen  
Columbia, MO 65202-3007

An inspection of the property you own located at 217 Sarazen Drive (parcel # 17-313-11-01-037.00 01) was conducted on May 17, 2012 and revealed junk, trash, rubbish and garbage on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, July 10, 2012 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

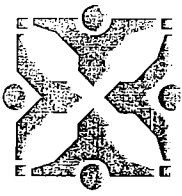
If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 29 day of June 2012 by DN



## HEARING NOTICE

Countrywide Home Loans Inc.  
4500 Park Granada  
Calabasas, CA 91302-1613

An inspection of the property you hold a lien on located at 217 Sarazen Drive (parcel # 17-313-11-01-037.00 01) was conducted on May 17, 2012 and revealed junk, trash, rubbish and garbage on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

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Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 29 day of June 2012 by ON



May 16, 2012 11:27:59 AM EDT

File Edit Commands Help

**SUNGARD PUBLIC SECTOR**  
NavLine

5304

- Events
- Email log
- Reminders
- Work requests

**Call Information**

Call ID: 5304      Status: Open      Entity: City of Columbia

Description:  
Comments  
Marti Yount 217 Sarazen piles of debris in back yard, neighbor said we could go on property to vie

---

**Call Details**

Call type: CE-County Nuisance  
 Entry date/time: 05/16/2012 08:43:51  
 Entry user ID: Nichols, Denise M. - HL ASA  
 Origin: Telephone  
 Work group: Environmental Health

**Contact Information**

Q Contact ID: 154830  
 Contact name: undefined  
 Q Home phone: (573) 999-9999  
 Customer:  
 Location:  
 Service:

---

**Call Assignment/Notification**

Contact notification: Call back  
 Notification date:  
 Email updates: No  
 Notification user:  
 Forward to user: Vellema, Kristine - Health E

**Close Information**

Close date/time: 00:00:00  
 Close user:  
 Elapsed time:  
 Action taken:

Print  
 Cancel  
 Exit  
 Refresh  
 Toggle Inform...  
 Contact Inquiry

MMV

5/17: trash, junk in back yard  
 - seen from neighbor's yard



# NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Daniel and Dedra Midlam  
217 Sarazen  
Columbia, MO 65202-3007

An inspection of the property you own located at 217 Sarazen Dive (parcel # 17-313-11-01-037.00 01) was conducted on May 17, 2012 and revealed junk, trash, rubbish and garbage on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 18 day of May 2012 by KC.

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

7011 1150 0000 8664 9137

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.75</b>

EMV HEALTH  
 MAY 18 2012  
 COLUMBIA MO  
 JFS

Daniel and Dedra Midlam  
 217 Sarazen  
 Columbia, MO 65202-3007

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Daniel and Dedra Midlam  
 217 Sarazen  
 Columbia, MO 65202-3007

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

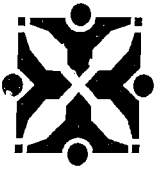
B. Received by (Printed Name) C. Date of Delivery  
 B. J. J. 5-22

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7011 1150 0000 8664 9137



# NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Countrywide Home Loans Inc.  
4500 Park Granada  
Calabasas, CA 91302-1613

An inspection of the property you hold a lien on located at 217 Sarazen Dive (parcel # 17-313-11-01-037.00 01) was conducted on May 17, 2012 and revealed junk, trash, rubbish and garbage on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kristine N. Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 18 day of May 2012 by KC.



**Parcel** 17-313-11-01-037.00 01

**Property Location** 217 SARAZEN DR

City BOONE COUNTY (L1) Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)  
Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner MIDLAM DANIEL & DEDRA  
Address 217 SARAZEN CT  
City, State Zip COLUMBIA, MO 65202-3007

Subdivision Plat Book/Page 0010 0002  
Section/Township/Range 11 48 12

Legal Description FAIRWAY MEADOWS BLK 1  
LOT 41  
Lot Size 69 x 120  
Irregular shape Y

Deed Book/Page 3185 0043 1090 0416

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	15,000	62,500	77,500	RI	2,850	11,875	14,725
Totals	15,000	62,500	77,500	Totals	2,850	11,875	14,725

Most Recent Tax Bill(s)

**Residence Description**

Year Built 1968 (Estimate)  
Use SINGLE FAMILY (101)

Basement	FULL (4)	Attic	NONE (1)
Bedrooms	4	Main Area	1,142
Full Bath	2	Finished Basement Area	688
Half Bath	1		
Total Rooms	8	Total Square Feet	1,830

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Recorded In Boone County, Missouri

Date and Time: 07/23/2007 at 10:17:14 AM

Instrument #: 2007018785 Book:3185 Page:43

Grantor MARLOW, JEFFREY V

Grantee MIDLAM, DANIEL

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2

*Bette Johnson*

Bette Johnson, Recorder of Deeds



**GENERAL WARRANTY DEED**

(Individual)

THIS DEED, made and entered into this 18th day of July, 2007, by and between **JEFFREY V. MARLOW AND DARCY MARLOW, HUSBAND AND WIFE**, Grantors, whose address is , and ~~DANIEL MIDLAM AND DEDRA MIDLAM, HUSBAND AND WIFE~~, Grantees, whose address is . *Daniel*

*217 Sarazen Ct. Columbia, Mo 65202*

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said Grantees, the following described real property, situated in the City of COLUMBIA, County of Boone, State of Missouri, to-wit:

All that certain lot or parcel of land situate in the **City of COLUMBIA, County of Boone, State of Missouri**, and being more particularly described as follows:

LOT FORTY-ONE (41) OF FAIRWAY MEADOWS, BLOCK 1, AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 10, PAGE 2, RECORDS OF BOONE COUNTY, MISSOURI.

BEING the same property conveyed to JEFFREY V. MARLOW AND DARCY L. MARLOW, HUSBAND AND WIFE from GARY D. ROBERTS AND VICKY L. ROBERTS, by General Warranty Deed dated June 27, 1994, and recorded on June 27, 1994, in Book 1090, Page 416.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantees, and to the heirs and assigns of said Grantees forever.

The said Grantors hereby covenant that they and their successors shall and will **WARRANT AND DEFEND** the title to the premises unto the said Grantees, and to the heirs and assigns of said Grantees forever, against the lawful claims of all persons whomsoever; excepting, however, the general taxes for the calendar year 2007 and thereafter and special taxes becoming a lien after the date of this deed.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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 the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 621 N Broadview Court (parcel # 17-315-12-01-014.00 01).

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner



**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	July Session
621 N. Broadview Court	)	July Adjourned
Columbia, MO 65202	)	Term 2012
	)	Commission Order No. <u>333-2012</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 10<sup>th</sup> day of July 2012, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: a public health hazard in the form of an above-ground pool full of water providing a breeding site and harborage for mosquitoes on the premises.
4. The location of the public nuisance is as follows: 621 N. Broadview Court, a/k/a parcel# 17-315-12-01-014.00 01, Section 12, Township 48, Range 12 as shown in deed book 2846 page 0107, Boone County.
5. The specific violation of the Code is: a public health hazard in the form of an above-ground pool full of water providing a breeding site and harborage for mosquitoes in violation of section 6.6 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 10<sup>th</sup> day of May 2012 to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

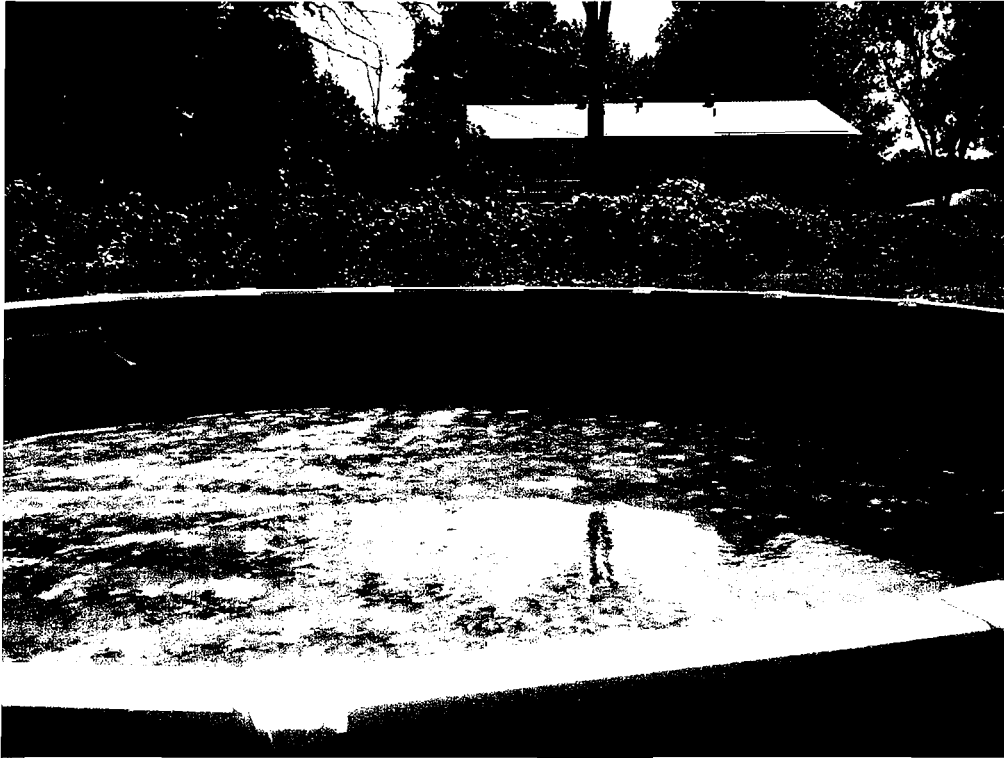
Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

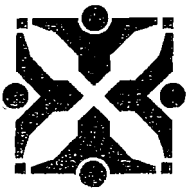
  
\_\_\_\_\_  
Boone County Clerk

PICTURES TAKEN 6/28/12 @ ~ 2:30 PM  
621 N. BROADVIEW COURT



Heather S. Mattox  
621 N. Broadview Court – mosquito harborage violation  
TIMELINE

- 3/30/12: citizen complaint received
- 4/2/12: initial inspection conducted
- 4/3/12: notice of violation sent to owner
- 5/4/12: 1<sup>st</sup> reinspection conducted – pool partially drained, sump pump still in pool
- 5/10/12: owner signed for notice
- 5/14/12: 2<sup>nd</sup> reinspection conducted – same conditions as 1<sup>st</sup> reinspection
- 5/14/12: telephoned Bank of America based on posting in house window – BOA rep says the problem will be taken care of within 7 business days
- 5/25/12: 3<sup>rd</sup> reinspection conducted – same conditions as 1<sup>st</sup> reinspection
- 6/5/12: telephoned BOA – BOA rep says bids are being sought to abate nuisance
- 6/11/12: BOA rep says pool has been drained
- 6/18/12: 4<sup>th</sup> reinspection conducted – same conditions as 1<sup>st</sup> reinspection – pool not drained
- 6/25/12: hearing notice sent
- 6/28/12: pictures of violation taken @ ~ 2:30 pm



## HEARING NOTICE

Heather S. Mattox  
621 N. Broadview Court  
Columbia, MO 65201

An inspection of the property you own located at 621 N. Broadview Court (parcel # 17-315-12-01-014.00 01) was conducted on April 2, 2012 and revealed a public health hazard in the form of an above-ground pool full of water providing a breeding site and harborage for mosquitoes on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.6.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, July 10, 2012 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 25 day of June 2012 by DN.



**From:** "Uriah Mach" <UMach@boonecountymo.org>  
**To:** "Kristine Vellema" <KNVELLEM@GoColumbiaMO.com>  
**Date:** 3/30/2012 2:31 PM  
**Subject:** Standing water/mosquito complaint

Kris,

Could you or Kayla check out a standing water/mosquito complaint on the following property: 621 N Broadview Ct, Parcel #17-315-12-01-014.00? I just took a call from a neighbor who wanted to know if there was anything we could do about it as the weather is warming up, and I informed her that you guys at the Health Department have regs on this sort of thing. She apparently got a brush-off from someone at your office, who sent her to Commission, who sent her to us.

I've got nothing I can do about it, and I don't know that you have anything either, but I thought I'd pass this on.

Thank you.

Uriah Mach  
Planner  
Boone County Resource Management  
Planning Division  
(573) 886-4330



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Heather S. Mattox
621 N. Broadview Court
Columbia, MO 65201

An inspection of the property you own located at 621 N. Broadview Court (parcel # 17-315-12-01-014.00 01) was conducted on April 2, 2012 and revealed a public health hazard in the form of an above-ground pool full of water providing a breeding site and harborage for mosquitoes on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.6. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 03 day of April 2012 by [initials].



**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7011 1150 0000 8664 5337

Postage \$ \_\_\_\_\_  
 Certified Fee \_\_\_\_\_  
 Return Receipt Fee (Endorsement Required) \_\_\_\_\_  
 Restricted Delivery Fee (Endorsement Required) \_\_\_\_\_

5.75

APR 4 2012

Heather S. Mattox  
 621 N. Broadview Court  
 Columbia, MO 65201

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>C. Date of Delivery 5/10/12</p>
<p>1. Article Addressed to:</p> <p>Heather S. Mattox          621 N. Broadview Court          Columbia, MO 65201</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No          If YES, enter delivery address below:</p>
<p>2. Article Number  <i>(Transfer from service label)</i></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>1150 0000 8664 5337</p>	

**Parcel** 17-315-12-01-014.00 01

**Property Location** 621 N BROADVIEW CT

City Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)

Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner MATTOX HEATHER S  
Address 621 N BROADVIEW CT  
City, State Zip COLUMBIA, MO 65201

Subdivision Plat Book/Page 0007 0046  
Section/Township/Range 12 48 12

Legal Description SUNRISE ESTATES  
LOT 16  
Lot Size 183 x 250  
Irregular shape Y

Deed Book/Page 2846 0107 2748 0066 1557 0753 0535 0012

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	21,500	94,300	115,800	RI	4,085	17,917	22,002
Totals	21,500	94,300	115,800	Totals	4,085	17,917	22,002

Most Recent Tax Bill(s)

**Residence Description**

Year Built 1967  
Use SINGLE FAMILY (101)

Basement	FULL (4)	Attic	NONE (1)
Bedrooms	5	Main Area	1,344
Full Bath	2	Finished Basement Area	900
Half Bath	1		
Total Rooms	8	Total Square Feet	2,244

[www.ShowMeBoone.com](http://www.ShowMeBoone.com), Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Boone County, Missouri  
Unofficial Document



Recorded in Boone County, Missouri  
Date and Time 11/16/2005 at 11:36:47 AM  
Instrument # 2005033155 Book 2846 Page 107  
Grantor FLEISCHER, STEVE  
Grantee MATTOX, HEATHER S

Instrument Type WD  
Recording Fee \$27.00 S  
No of Pages 2

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



**LIMITED LIABILITY COMPANY  
GENERAL WARRANTY DEED**

THIS INDENTURE, Made and entered into this 10 day of November, 2005, by and between Steve Fleischer and Marci Reimler, husband and wife, and Fleischer Land Investments L.L.C., a Missouri Limited Liability Company, Grantor(s), and Heather S Mattox, a single person, Grantee(s), whose mailing address is:

101 Broadview Ct Columbia MO 65201

WITNESSETH, that the said Grantor(s), for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantee(s), the receipt and sufficiency of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said Grantee(s) the following described real property, situated in the County of Cooper, and State of Missouri, to wit:

TRACT NUMBER SIXTEEN (16) OF SUNRISE ESTATES AS SHOWN ON THE AMENDED PLAT RECORDED IN PLAT BOOK 7, PAGE 46, RECORDS OF BOONE COUNTY, MISSOURI.

**Subject to all easements and restrictions of record.**

**TO HAVE AND TO HOLD THE SAME**, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said Grantee(s) forever, the said Grantor(s) covenanting that said party or parties and the heirs, executors, and successors in interest of such party or parties shall and will **WARRANT AND DEFEND** the title to the premises unto the said Grantee(s), and to the heirs, assigns and successors in interest of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2005 and thereafter, and special taxes becoming a lien after the date of this deed.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of Oklahoma State cooperative contract: SW035 – Dodge Charger with Bob Howard Chrysler Jeep Dodge. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the surplus disposal of a totaled 2011 Dodge Charger patrol car, fixed asset tag #17661 is approved by giving it to the insurance company.

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 6-13-2012

FIXED ASSET TAG NUMBER: 17661

DESCRIPTION: 2011 Dodge Charger patrol car, VIN/2B3CL1CTXBH556526

RECEIVED

JUN 14 2012

REQUESTED MEANS OF DISPOSAL: Insurance company is picking it up

OTHER INFORMATION: Totaled in a crash

CONDITION OF ASSET: Total loss per insurance company

REASON FOR DISPOSITION: Insurance company paid out a total loss on vehicle and took possession of it

BOONE COUNTY AUDITOR

RECEIVED

JUL 1 2012

BOONE COUNTY AUDITOR

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: n/a

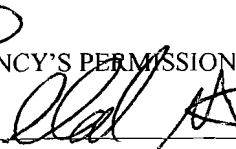
WAS ASSET PURCHASED WITH GRANT FUNDING? YES  NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff

1251

SIGNATURE



### AUDITOR

ORIGINAL PURCHASE DATE 5/6/2011

RECEIPT INTO 2901-3835

ORIGINAL COST 24,000.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2787

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1405

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

### COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

TRADE  AUCTION  SEALED BIDS

OTHER EXPLAIN insurance company picking up

COMMISSION ORDER NUMBER 334-2012

DATE APPROVED 7/10/12

SIGNATURE 

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: July 9, 2012  
RE: Cooperative Contract: *SW035 – Dodge Charger*

Purchasing and the Sheriff Department request permission to utilize the Oklahoma State cooperative contract *SW035* to purchase a Dodge Charger from Bob Howard Chrysler Jeep Dodge of Oklahoma City, Oklahoma.

Total cost of contract is \$24,619.00 and will be paid from department 1195 – Insurance Claims Activity, account 92400 – Replacement Auto / Trucks. This is to replace the totaled Dodge Charger.

The Sheriff's department is requesting permission to dispose of the totaled 2011 Dodge Charger patrol car, vin # 2B3CL1CTXBH556526, fixed asset tag 17661. The insurance company will be picking up the vehicle and title.

cc: Contract File  
Chad Martin, Leasa Quick / Sheriff Dept.  
Susan Wells/Shannon Leigers, Clerk

**PURCHASE AGREEMENT  
FOR  
2012 Dodge Charger  
for Boone County - Missouri Sheriff**

**THIS AGREEMENT** dated the 10 day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bob Howard Chrysler Jeep Dodge**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a new **2012 Dodge Charger Vehicle** in compliance with all bid specifications and any addendum issued for the State of Oklahoma Contract **SW035**, Toy Ayers quote dated June 13, 2012 and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Oklahoma and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Dodge Charger vehicle (vin # 2C3CDXAT0CH287928) as detailed on the attached Vehicle Specification Pricing Worksheet for the following:

Base Price	\$24,832.00
Less two tone paint (solid color)	(\$660.00)
Less vinyl rear bench seat	(\$107.00)
Add 18' wheel covers	\$28.00
Delivery Fee	\$526.00
<b>TOTAL</b>	<b>\$24,619.00</b>

Color: PDM Tungsten Metallic Clear Coat  
Interior: Black Front H.D. Cloth Bucket Seats with Cloth Rear Bench

3. **Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 120 days after receipt of order. Delivery shall be to Boone County Sheriff Department, Attn: Captain Chad Martin, 2121 County Drive, Columbia, MO 65202.

4. **Title** - Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.





## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



**BOB HOWARD  
CHRYSLER JEEP DODGE**

June 13, 2012

Capt. Chad Martin  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, MO 65202

RE: 2012 Dodge Charger Police Pursuit Sedan

Dear Capt. Martin;

As per our previous conversation, the pricing on the proposed 2012 Dodge Charger Police Pursuit Sedan per the State of Oklahoma Vehicle Contract is as follows:

Item # 1000009350	PS Contract 2286	
2012 Dodge Charger Police Pursuit Sedan		
BASE		\$24,832.00
Includes: 5.7L V-8 Hemi Engine; Driver Side Black Spot lamp; Full Size Spare Tire & Wheel; Rear Vinyl Bench Seat		
LESS: Two tone Paint (SOLID COLOR)		-660.00
LESS: Vinyl Rear Bench Seat		-107.00
18" Wheel Covers		28.00
Delivery Fee: to 2121 County Road, Columbia MO.		526.00
Delivered by trailer		
Total		\$24,619.00

VIN: 2C3CDXAT0CH287928

COLOR: PDM Tungsten Metallic Clear Coat  
INTERIOR: Black Front H.D. Cloth Bucket Seats with Cloth Rear Bench

If you have any additional questions please let me know.

Thanks,

Tom Ayers, Governmental Sales Manager

**Prepared For:**  
CAPT. CHAD MARTIN  
Boone County Sheriff's Dept  
2121 County Drive  
Columbia, MO 65202  
Phone: (573) 876-6101

**Prepared By:**  
BOB HOWARD AUTO GROUP  
TOM AYERS, FLEET/COML MGR  
OKLAHOMA CITY, OK 731130580  
Phone: (405) 936-8814  
Fax: (405) 936-8963  
Email: [tayers@bobhowardauto.com](mailto:tayers@bobhowardauto.com)

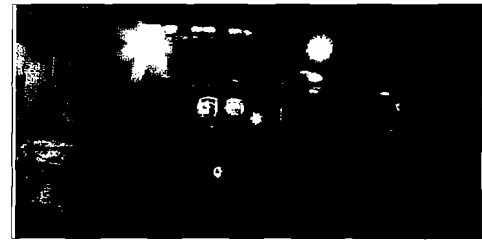
## 2012 Dodge Charger LDDE48 4dr Sdn Police RWD



Photo may not represent exact vehicle or selected equipment.

**Prepared For:**

CAPT. CHAD MARTIN  
Boone County Sheriff's Dept  
2121 County Drive  
Columbia, MO 65202  
Phone: (573) 876-6101



**Prepared By:**

BOB HOWARD AUTO GROUP  
TOM AYERS, FLEET/COML MGR  
OKLAHOMA CITY, OK 731130580  
Phone: (405) 936-8814  
Fax: (405) 936-8963  
Email: tayers@bobhowardauto.com

**2012 Dodge Charger**

**VEHICLE REPORT**

2012 Dodge Charger LDDE48 4dr Sdn Police RWD

**SELECTED MODEL**

Code	Description	MSRP
LDDE48	2012 Dodge Charger 4dr Sdn Police RWD	\$29,770.00

**SELECTED VEHICLE COLORS**

Code	Description
-	Interior: Black Interior
-	Exterior 1: Tungsten Metallic
-	Exterior 2: No color has been selected.

**SELECTED OPTIONS**

Code	Description	MSRP
<b>REGIONAL DESTINATION ADJUSTMENT</b>		
---	NATIONAL DELIVERY	\$0.00
<b>EMISSIONS</b>		
NAS	50 STATE EMISSIONS	\$0.00
<b>ENGINE</b>		
EZH	5.7L HEMI VVT MDS V8 ENGINE -inc: high speed engine controller, P225/60R18 performance BSW tires, performance exhaust	\$2,230.00
<b>TRANSMISSION</b>		
DGJ	5-SPEED AUTOMATIC TRANSMISSION (STD)	\$0.00
<b>CPOS PKG</b>		
29A	29A POLICE CUSTOMER PREFERRED ORDER SELECTION PKG -inc: 5.7 V8 engine, 5-speed auto trans, 4 keys & fobs *Upon selection of this pkg, the cost of powertrain components will be added*	\$0.00
<b>WHEELS</b>		
WEJ	18" X 7.5" STEEL WHEELS (STD)	\$0.00
<b>TIRES</b>		
TWW	P225/60R18 PERFORMANCE BSW TIRES	INC
<b>PAINT</b>		
PDM	TUNGSTEN METALLIC	\$0.00

Report content is based on current data version referenced. It may be revised and additional options are offered as they become available. Actual equipment may vary. © 2012 Dodge LLC. Data version: 12/11. Data as of: 05/16/2012 11:51:01 AM. Copyright © 2012 Dodge LLC. All rights reserved. Page 3 of 3

**Prepared For:**  
 CAPT. CHAD MARTIN  
 Boone County Sheriff's Dept  
 2121 County Drive  
 Columbia, MO 65202  
 Phone: (573) 876-6101



**2012 Dodge Charger**

**Prepared By:**  
 BOB HOWARD AUTO GROUP  
 TOM AYERS, FLEET/COML MGR  
 OKLAHOMA CITY, OK 731130580  
 Phone: (405) 936-8814  
 Fax: (405) 936-8963  
 Email: tayers@bobhowardauto.com

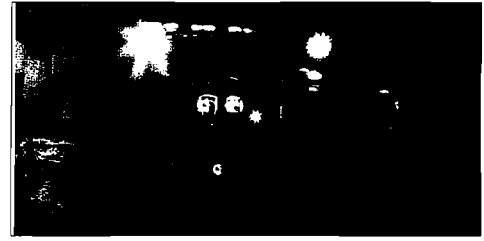
**VEHICLE REPORT** 2012 Dodge Charger LDDE48 4dr Sdn Police RWD

**SELECTED OPTIONS**

Code	Description	MSRP
<b>PAINT SCHEME</b>		
—	STANDARD PAINT	\$0.00
<b>SEAT TYPE</b>		
C8X9	BLACK INTERIOR, HD CLOTH FRONT BUCKET SEATS & REAR BENCH SEATS	\$0.00
<b>ADDITIONAL EQUIPMENT</b>		
W8A	18" WHEEL COVERS (N/A w/AEB Street Appearance Group) *Replaces STD bright hub caps*	\$30.00
TBW	FULL-SIZE SPARE TIRE -inc: vinyl trunk liner & cover	\$160.00
LNF	BLACK DRIVER-SIDE SPOT LAMP	\$200.00
GUK	MANUAL FOLD-AWAY PWR HEATED MIRRORS	\$60.00
LBG	FRONT MAP LAMPS	\$0.00
<b>OPTIONS TOTAL</b>		<b>\$2,680.00</b>

**Prepared For:**

CAPT. CHAD MARTIN  
Boone County Sheriff's Dept  
2121 County Drive  
Columbia, MO 65202  
Phone: (573) 876-6101



**2012 Dodge Charger**

**Prepared By:**

BOB HOWARD AUTO GROUP  
TOM AYERS, FLEET/COML MGR  
OKLAHOMA CITY, OK 731130580  
Phone: (405) 936-8814  
Fax: (405) 936-8963  
Email: tayers@bobhowardauto.com

**VEHICLE REPORT** 2012 Dodge Charger LDDE48 4dr Sdn Police RWD

**STANDARD EQUIPMENT**

**Mechanical**

- 3.6L 24-valve VVT V6 engine
- 5-speed automatic transmission
- High speed engine controller
- Engine hour meter
- Autostick automatic transmission
- Hill start assist
- 2.65 axle ratio
- Rear wheel drive
- Severe duty engine cooling
- Engine oil cooler
- 800 CCA maintenance-free battery
- 220-amp alternator
- HD suspension
- Load leveling & height control
- Electro-hydraulic pwr steering
- Performance pwr rack & pinion steering
- 4-wheel anti-lock HD disc brakes
- Dual bright exhaust tips

**Exterior**

- 18" x 7.5" steel wheels
- P225/60R18 performance BSW tires
- Bright hub caps
- Compact spare tire
- No rear spoiler

**Prepared For:**  
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**2012 Dodge Charger**

## VEHICLE REPORT

2012 Dodge Charger LDDE48 4dr Sdn Police RWD

### STANDARD EQUIPMENT

- Lower bodyside body-color cladding
- Black grille w/black honeycomb
- Halogen headlamps
- Auto headlamps
- Black headlamp bezels
- Spot lamp prep
- Manual fold-away pwr mirrors
- Body-color mirrors
- Underhood lamp
- Acoustic windshield
- Acoustic front door glass
- Solar control glass
- Variable intermittent windshield wipers
- Body-color door handles

### Entertainment

- UConnect Touch 4.3 -inc: AM/FM stereo, CD/MP3 player
- Aux audio input
- Remote USB port
- (6) speakers
- Integrated rear window antenna

### Interior

- HD cloth front bucket seats & rear bench seat
- 6-way pwr driver seat
- Reactive head restraints
- Rear bench seat



**Prepared For:**

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Phone: (573) 876-6101

**Prepared By:**

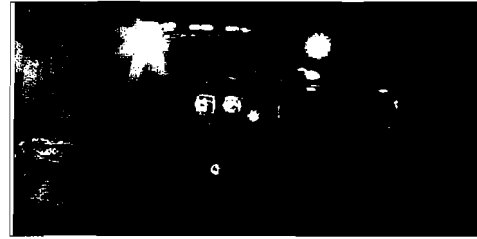
BOB HOWARD AUTO GROUP  
TOM AYERS, FLEET/COML MGR  
OKLAHOMA CITY, OK 731130580  
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Fax: (405) 936-8963  
Email: tayers@bobhowardauto.com

**2012 Dodge Charger****VEHICLE REPORT****2012 Dodge Charger LDDF48 4dr Sdn Police RWD****STANDARD EQUIPMENT**

- *Mini floor console*
- *Center console 12V pwr outlet*
- *Floor carpeting*
- *Front & rear floor mats*
- *Tilt & limited telescopic steering column*
- *Column mounted shift lever*
- *Leather-wrapped steering wheel*
- *Steering wheel audio controls*
- *Instrument cluster w/tachometer*
- *4.3" touch screen display*
- *160-MPH speedometer*
- *Outside temp display*
- *Pwr accessory delay*
- *Pwr windows w/1-touch up & down feature*
- *Speed-sensitive pwr door locks*
- *Keyless go*
- *Speed control*
- *Remote proximity keyless entry*
- *Tip start*
- *Remote fuel door release*
- *Sentry Key theft deterrent system*
- *Pwr trunk lid release*
- *Dual zone temp control air conditioning*
- *Air filtering*

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**2012 Dodge Charger**

**VEHICLE REPORT**

2012 Dodge Charger LDDE48 4dr Sdn Police RWD

**STANDARD EQUIPMENT**

- Rear window defroster
- Glove box lamp
- Black interior accents
- Rearview mirror
- Dual visors w/illuminated vanity mirrors
- Trunk lamp
- Front dome light
- Passenger assist handles
- Rear illuminated assist handles
- Cargo compartment dress-up

**Safety**

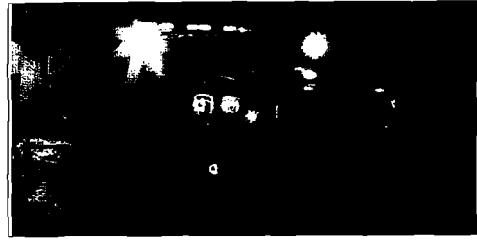
- All-speed traction control
- Electronic stability control
- Brake assist
- Brake/park interlock
- Hydraulic assist brake booster
- Rain brake support
- Ready alert braking
- Daytime running lamps
- Front advanced multi-stage airbags -inc: passenger airbag cutoff
- Supplemental front & rear side curtain airbags
- Supplemental front & rear side airbags
- Front height adjustable shoulder belts
- Rear center 3-point seat belt

**Prepared For:**

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**2012 Dodge Charger**

**• VEHICLE REPORT**

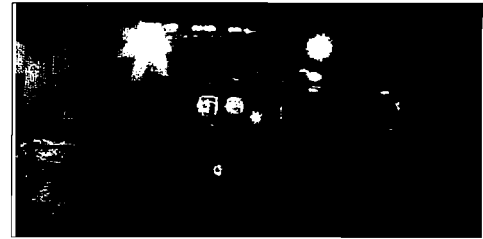
2012 Dodge Charger LDDE48 4dr Sdn. Police RWD

**STANDARD EQUIPMENT**

- *Child seat upper tether anchors*
- *Rear door child protection locks*
- *Tire pressure monitor display*
- *Emergency trunk lid release*
- *Dual-note horn*

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**2012 Dodge Charger**

**WARRANTY INFORMATION** 2012 Dodge Charger LDDE48 4dr Sdn Police RWD

**WARRANTY INFORMATION**

**WARRANTY**

*Basic:*  
3 Years/36,000 Miles

*Drivetrain:*  
5 Years/100,000 Miles

*Corrosion:*  
5 Years/100,000 Miles

*Roadside Assistance:*  
3 Years/36,000 Miles

## **CONTRACT PROVISIONS (SW035)**

### **CONTRACT PERIOD**

This contract is for a twelve (12) month period, commencing November 1, 2009 and ending October 31, 2010. However, the State may choose to renew the contract for up to 2, one year options. For contract renewal, the State will provide the Vendor with proposed pricing for the extended year, and the Vendor will have the option to accept or reject State's offer. The State may increase or decrease the price for contract extensions based on market dynamics and auto industry economics.

### **TYPE OF CONTRACT**

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified. Accessories not priced will be available at a fixed discount specific to each vendor.

### **MANDATORY CONTRACT**

This contract is mandatory for State of Oklahoma agencies.

### **REQUIRED DELIVERY**

Delivery should be made within **120** calendar days after receipt of order by the successful vendor. If circumstances beyond the control of the vendor causes delivery to be longer than 120 calendar days, the vendor shall notify the ordering agency immediately. Vehicles with a build date longer than 120 days, should be noted on their price sheet.

All vehicles must be delivered with at least  $\frac{1}{4}$  tank of gas. If an end user elects to pick up their vehicle at the dealers location, that vehicle is to be turned over to the end user with a full tank of gas.

### **AUTHORIZED USERS**

RFP's shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful offeror(s).

### **EXTENTION OF CONTRACT**

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

### **GRATUITIES**

The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing or the Copier RFP Evaluation Team.

## **WARRANTY**

The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

## **INVOICES FOR PAYMENT**

The vendor shall submit proper invoices with required details to the purchasing agency.

Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.

In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

## **ENERGY CONSERVATION**

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

## **CONTRACT USAGE REPORTING REQUIREMENTS**

The vendor is required to provide quarterly reports using the attached template (See Section D, Attachment D). The report shall be received within 30 calendar days following the reporting period described herein.

Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

Reports shall be submitted quarterly regardless of quantity.

Contract quarterly reporting periods & due dates shall be:

- January 1 through March 31, Reporting due date: April 30
- April 1 through June 30, Reporting due date: July 31
- July 1 through September 30, Reporting due date: October 31
- October 1 through December 31, Reporting due date: January 31

Reports should be submitted using the attached Excel template (See Section D, Attachment D)

Usage Reports shall be submitted electronically to Central Purchasing, via email or CD to the contracting officer stated in this solicitation, in an Excel Format using the enclosed spreadsheet (Section D, Attachment D) within 30 calendar days upon completion of performance quarter period cited in paragraph below of this contract provision.

Failure to provide usage reports may result in cancellation or suspension of contract

**Note: The attached excel spreadsheet (Section D, Attachment D) must be used for submitting quarterly reports.**

## **PRICE ADJUSTMENTS**

Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to the State of Oklahoma. Any price decrease effectuated during the contract period by reason of market change shall be passed onto the State of Oklahoma. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

The only exception to price increases is if the base price of a vehicle increases due to change in safety equipment or emissions, the dealer can increase the base price of the vehicle by the amount of the price increase. A letter from the manufacturer documenting the change and the amount of the change must be provided to Central Purchasing for review/approval before the contract base price will be changed.

## **EXTENSION OF RETAIL PRICE WITH REBATES OVER CONTRACT PRICE**

If the Retail price is lower than the contract price due to promotions or discounts, the Vendor shall charge the State the Retail price.

Any other instance that causes the Retail price to be lower than the contract price, the Vendor shall charge the State the Retail price.

## **LEGAL CONTRACT**

Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.

The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

## **CONTRACT MODIFICATION**

The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

## **DELIVERY, INSPECTION AND ACCEPTANCE**

Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The

supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

### **INVOICING AND PAYMENT**

Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

### **TAX EXEMPTION**

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The Central Purchasing Division shall furnish tax exemption certificates upon written request.

### **AUDIT AND RECORDS CLAUSE**

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

### **NON-APPROPRIATION CLAUSE**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

### **CHOICE OF LAW**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.



## **CHOICE OF VENUE**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

## **TERMINATION FOR CAUSE**

The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

## **TERMINATION FOR CONVENIENCE**

The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

## **INSURANCE**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

## **EMPLOYMENT RELATIONSHIP**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

## **COMPLIANCE WITH APPLICABLE LAWS**

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.





# CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000076031  
 BOB HOWARD DODGE  
 PO BOX 14580  
 OKLAHOMA CITY OK 73113-0580

<b>Contract ID</b> 000000000000000000000000002286			Page 2 of 8	
<b>Contract Dates</b> 06/01/2010 to 11/30/2010	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date	
<b>Description:</b> SW035		<b>Contract Maximum</b> 0.00		
<b>TYPE: STATEWIDE</b>				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
12	1000009424 BRAKES: Electric Controlled	1.00	0.00	0.00	0.00
13	1000009391 BUMPER FRONT: Auto Chrome	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000	EA	0001	
18	1000009373 CAR: Mid Size 4 Door	1.00	0.00	0.00	0.00
19	1000009350 CAR: Police Pursuit	1.00	0.00	0.00	0.00
20	1000009447 CRUISE CONTROL: Auto	1.00	0.00	0.00	0.00
21	1000009448 DELIVERY CHARGE Auto, Greater Than 150 Miles	1.00	0.00	0.00	0.00
22	1000009449 DOOR PANELS: Police, Auto Ballistic	1.00	0.00	0.00	0.00
23	1000009450 FLOOR COVER: w / Carpet Mats	1.00	0.00	0.00	0.00
24	1000009451 FLOOR COVER: w / Vinyl Mats	1.00	0.00	0.00	0.00
25	1000009452 FLOOR MATS: Carpet	1.00	0.00	0.00	0.00
26	1000009453 GPS: Auto	1.00	0.00	0.00	0.00
27	1000009454 GPS: Auto On Star	1.00	0.00	0.00	0.00

Final = The price is final after adjustments  
 Hard = Apply adjustments regardless of other adjustments  
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature





# CONTRACT

## State of Oklahoma

Dispatch via Print

**Vendor ID** 0000076031  
BOB HOWARD DODGE  
PO BOX 14580  
OKLAHOMA CITY OK 73113-0580

<b>Contract ID</b> 000000000000000000002286			Page 4 of 8	
<b>Contract Dates</b> 06/01/2010 to 11/30/2010	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date	
<b>Description:</b> SW035		<b>Contract Maximum</b> 0.00		
<b>TYPE: STATEWIDE</b>				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
40	1000009431 MIRROR: Auto, Manual Telescoping	1.00	0.00	0.00	0.00
41	1000009432 MIRROR: Auto, Outside, Heated, (MFG Only)	1.00	0.00	0.00	0.00
42	1000009433 MIRROR: Auto, Spot For Trucks	1.00	0.00	0.00	0.00
43	1000009434 MOLDING, DOOR: Police, Front, Auto	1.00	0.00	0.00	0.00
44	1000009435 NOISE SUPPRESSION: Police, Grounding Straps	1.00	0.00	0.00	0.00
45	1000009436 PAINT: Auto, Multicolor	1.00	0.00	0.00	0.00
46	1000009322 PAINT: Auto, OEM Factory	1.00	0.00	0.00	0.00
47	1000009323 PAINT: Auto, Yellow, Custom Chrome, FAA	1.00	0.00	0.00	0.00
48	1000009375 PAINT: Police, Auto, Black and White, Per Agency Specs	1.00	0.00	0.00	0.00
49	1000009376 POWER POINT: Police (Additional)	1.00	0.00	0.00	0.00
50	1000009327 POWER SUPPLY: Auto, Cab, 12 Volt	1.00	0.00	0.00	0.00
51	1000009328 PTO PROVISION:	1.00	0.00	0.00	0.00

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**Authorized Signature**







# CONTRACT

## State of Oklahoma

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<b>Contract ID</b> 000000000000000000002286		Page 7 of 8	
<b>Contract Dates</b> 06/01/2010 to 11/30/2010	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> SW035		<b>Contract Maximum</b> 0.00	
<b>TYPE: STATEWIDE</b>			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
81	1000009404 TRANSMISSION: Manual 4-6 Speed	1.00	0.00	0.00	0.00
82	1000009437 TRANSMISSION: Police, 2.87.1 Rear Final Gear Ratio	1.00	0.00	0.00	0.00
83	1000009438 TRANSMISSION: Police, Limited Slip/Locking List Ratio	1.00	0.00	0.00	0.00
84	1000009439 TRANSMISSION: Standard, Column, Shift	1.00	0.00	0.00	0.00
122	1000009366 TRUCK: Med Sz, Crew Cab 2wd	1.00	0.00	0.00	0.00
123	1000009337 TRUCK: Med Sz, Crew Cab 4wd	1.00	0.00	0.00	0.00
128	1000009390 TRUCK: Police, Pickup, 3/4 Ton, Crew Cab	1.00	0.00	0.00	0.00
138	1000009408 VAN: Mini Cargo	1.00	0.00	0.00	0.00
139	1000009372 VAN: Mini Passenger	1.00	0.00	0.00	0.00
140	1000009458 WHEELS: Aluminum, Chrome, Auto	1.00	0.00	0.00	0.00
141	1000009425 WINDOWS: Deep Tinted, Factory only	1.00	0.00	0.00	0.00
142	1000009314 WINDOWS: Power w/lockout, auto	1.00	0.00	0.00	0.00

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Authorized Signature





# CONTRACT

## State of Oklahoma

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PO BOX 14580  
OKLAHOMA CITY OK 73113-0580

<b>Contract ID</b> 000000000000000000000000002286		Page 8 of 8	
<b>Contract Dates</b> 06/01/2010 to 11/30/2010	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> SW035		<b>Contract Maximum</b> 0.00	
<b>TYPE: STATEWIDE</b>			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
143	1000009365 WINDOWS: Power, Auto	1.00	0.00	0.00	0.00
144	1000009331 WINDOWS: Rear Defogger	1.00	0.00	0.00	0.00
145	1000009381 WIRING: 5 Circuit, 12 Volt, Power Supply to Interior	1.00	0.00	0.00	0.00
146	1000009382 WIRING: Hitch Receiver	1.00	0.00	0.00	0.00
147	1000009384 WIRING: Snow Plow Harness	1.00	0.00	0.00	0.00
148	1000009385 WIRING: Speaker, Grill and AUX speaker	1.00	0.00	0.00	0.00

COMMENTS:

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Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



*This addendum is added to and is to be considered part of the subject contract.*

**Contract Issuance Date: 12/14/2009**

**Statewide Contract #: SW035**

**Contract Title: VEHICLE CONTRACT**

**Addendum Date: 9/23/2011**

**Addendum #: 10**

## 2012 APPROVED PRICING

Pricing on Robert's Truck Awards firm until 10/31/2012. Pricing on all others is firm until the second quarter build out. Contract may be rebid or extended at that time. Pricing on freightliner is for 2011 trucks, 2012 pricing will not be available until after the 1<sup>st</sup> of the 2012.

Item Description	Model	SKU	Price
Truck - 3Q Ton, Extended Cab 2WD	SILVERADO	1000009311	\$ 21,995.35
Truck - 3Q Ton, Extended Cab 4WD	SILVERADO	1000009312	\$ 24,632.35
Truck - One Ton, Crew Cab 2WD	SILVERADO 3500	1000009335	\$ 22,842.70
Truck - One Ton, Crew Cab 4WD	SILVERADO 3500	1000009336	\$ 28,583.30
Truck - One Ton, Extended Cab 2WD	SILVERADO 3500	1000009338	\$ 24,343.30
Truck - One Ton, Regular Cab & Chassis 2WD	SILVERADO 3500	1000009341	\$ 21,134.35
Truck - One Ton, Regular Cab 2WD	SILVERADO 3500	1000009342	\$ 20,752.10
Car - Police	IMPALA	1000009350	\$ 21,706.15
Truck - 3Q Ton, Crew Cab 4WD	SILVERADO	1000009356	\$ 25,138.35
Car - Midsize	IMPALA	1000009373	\$ 18,533.55
Truck - Half Ton, Extended Cab 4WD	SILVERADO	1000009421	\$ 23,795.40
CAR HYBRID 2011 CAMRY (PRICE to 1/1/12)	CAMRY	1000009429	\$ 27,089.00
TRUCK MED SZ REGULAR CAB 4WD	DISCONTINUED	1000009389	DISCONTINUED

Central Purchasing • Will Rogers Office Building (2401 N. Lincoln Boulevard), Suite 116 / P.O. Box 528803 • Oklahoma City, OK 73152-8803  
 Telephone: 405/521-2110 • Fax: 405/521-4475 • www.dcs.ok.gov

TRUCK - HYBRID	DISCONTINUED	1000009467	DISCONTINUED
Truck - 3Q Ton, Extended Cab 2WD	FORD E250	1000009311	\$ 21,157.00
Truck - One Ton, Crew Cab 2WD	FORD F350	1000009335	\$ 24,659.00
Truck - One Ton, Extended Cab 2WD	FORD F350	1000009338	\$ 23,093.00
Truck - One Ton, Regular Cab 2WD	FORD F350	1000009342	\$ 20,825.00
Truck - One Ton, Regular Cab 4WD	FORD F350	1000009344	\$ 23,474.00
Van - Half Ton, Passenger Van 5-8	FORD E150	1000009347	\$ 20,018.00
Truck - 3Q Ton, Crew Cab 2WD	FORD F250	1000009355	\$ 21,242.00
Van - 1 Ton, Passenger Van 8-12	FORD E350	1000009371	\$ 20,917.00
SUV - Mid Size Utility Less Than 3.7 Liter	EXPEDITION	1000009397	\$ 16,275.00
SUV - Police	EXPEDITION	1000009398	\$ 26,425.00
Truck - 15000#, Extended Cab & Chassis 2WD	FORD F450 X4G	1000009411	\$ 27,633.00
Truck - 15000#, Extended Cab & Chassis 4WD	FORD F450 X4H	1000009426	\$ 31,816.00
Truck - 15000#, Regular Cab & Chas 2WD	FORD F450 F4G	1000009427	\$ 26,439.00
Truck - 15000#, Regular Cab & Chassis 4WD	FORD F450 F4G	1000009428	\$ 29,818.00
Van - 3Q Ton, Cargo Van	FORD E250	1000009441	\$ 17,573.00

Truck - Med Size, Extended Cab 2WD	DISCONTINUED	1000009388	DISCONTINUED
Truck - Med Size, Extended Cab 4WD	DISCONTINUED	1000009387	DISCONTINUED
Truck - Med Size, Regular Cab 2WD	DISCONTINUED	1000009389	DISCONTINUED
Truck - Half Ton, Crew Cab 2WD	FORD F150	1000009315	\$ 22,453.32
SUV - Hybrid Utility Vehicle	ESCAPE V6	1000009332	\$ 27,567.00
Truck - Half Ton, Crew Cab 4WD	FORD F150	1000009345	\$ 25,434.02
Truck - One Ton, Extended Cab 4WD	FORD F350	1000009349	\$ 26,699.59

JIM - CONTINUED	DISCONTINUED	DISCONTINUED	DISCONTINUED
Truck - 3Q Ton, Extended Cab 4WD	FORD F250	1000009312	\$ 25,006.00
Van - 1 Ton, 15 Passenger	FORD E350	1000009346	\$ 24,880.90
Van - Half Ton, Cargo	FORD E150	1000009348	\$ 18,769.09
Truck - 3Q Ton, Crew Cab 4WD	FORD F250	1000009356	\$ 25,063.00

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Truck - 15000#, Crew Cab & Chassis 2WD	FORD F450 W4G	1000009409	\$ 30,745.00
Truck - 15000#, Crew Cab & Chassis 4WD	FORD F450 W4H	1000009410	\$ 34,077.00

Van - 1 Ton Cargo	FORD F350	1000009370	\$ 21,070.00
CAR BIFUEL CNG	DISCONTINUED	1000009397	DISCONTINUED
CAR DEDICATED CNG	DISCONTINUED	1000009398	DISCONTINUED

**DISCONTINUED**

POLICE CAR (DODGE CHARGER)	CHARGER	1000009350	\$ 24,832.00
MINI VAN PASSENGER	GRAND CARAVAN	1000009372	\$ 20,502.00
MID SIZE CAR	AVENGER	1000009373	\$ 18,099.00
POLICE PICKUP 3/4 TON CREW CAB 4WD	DODGE RAM 2500	1000009390	\$ 26,684.00

MED SZ TRUCK CREW CAB 4WD	DISCONTINUED	1000009367	DISCONTINUED
MED SZ TRUCK CREW CAB 2WD	DISCONTINUED	1000009366	DISCONTINUED
MINI CARGO VAN	DISCONTINUED	1000009408	DISCONTINUED

**DISCONTINUED**

(POLICE SUV TAHOE 2WD)(ADD \$3267.00 4WD)	TAHOE	1000009398	\$ 26,285.00
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**DISCONTINUED**

3/4 TON REG CAB 2WD	FORD F250	1000009313	\$ 19,191.00
1/2 TON CREW CAB 4WD POLICE	FORD F150	1000009369	\$ 25,747.00
MID SZ SUV LESS THAN 3.7L	ESCAPE V6	1000009397	\$ 20,935.00
3/4 TON REG CAB 4WD	FORD F250	1000009405	\$ 21,992.00
CAR HYBRID	FUSION	1000009429	\$ 26,336.00

**DISCONTINUED**

3/4 TON TRUCK BIFUEL CNG	SILVERADO	1000001989	\$ 32,303.90
1/2 TON TRUCK BIFUEL CNG	SILVERADO	1000001991	\$ 32,080.72
SUV BI-FUEL CNG	TAHOE	1000009317	\$ 41,315.75
1 TON CREW CAB AND CHASSIE 2WD	SILVERADO	1000009326	\$ 24,286.00
1 TON CREW CAB AND CHASSIE 4WD	SILVERADO	1000009334	\$ 27,310.15
TRUCK MED SZ CREW CAB 4WD	SILVERADO	1000009337	\$ 20,844.85
1 TON EXTENDED CAB AND CHASSIE 2WD	SILVERADO	1000009340	\$ 23,286.70
TRUCK MED SZ CREW CAB 2WD	SILVERADO	1000009366	\$ 17,478.86

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : Bob Howard  
State : OKLAHOMA

As of 11-Jun-2012 10:22 AM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of U.S. Communities cooperative contract: 1101149 – CarQuest Auto Parts and Accessories with CarQuest. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner



# PUBLIC AGENCY ACCOUNT REGISTRATION FORM

NEW ACCOUNT  CANCELLATION \_\_\_\_\_ CHANGE\* \_\_\_\_\_

\*Please note what is being changed.

CARQUEST AUTO PARTS STORE NAME: CARQUEST of Columbia

CITY: Columbia STATE: MO

STORE KEY 1745 GL 4748 DATE: 6-15-12

SERVING DC: St Louis STORE ACCOUNT # AT DC: 274748

STORE PHONE #: 573-443-8765 FAX #: 573-442-4530

STORE OWNERSHIP: INDEPENDENT \_\_\_\_\_ JOINT VENTURE

## ACCOUNT INFORMATION

NAME ON ACCOUNT IN EXPLORIS: Boone County Public Works

TYPE OF CUSTOMER: CITY \_\_\_\_\_ COUNTY  STATE \_\_\_\_\_ SCHOOL DISTRICT \_\_\_\_\_ OTHER \_\_\_\_\_

CUSTOMER ACCOUNT # AT CARQUEST AUTO PARTS STORE: 481330

NAME OF CARQUEST TEAMMATE SUBMITTING THIS FORM: Steve Kinder - RDS

## PUBLIC AGENCY INFORMATION

PUBLIC AGENCY NAME: Boone County

CUSTOMER PHYSICAL ADDRESS: Adm. Public Works

CITY, STATE, ZIP: 5551 Hwy 63 South, Columbia, MO 65201

TELEPHONE: 573-449-8515 FAX: \_\_\_\_\_

DO YOU WANT WEBLINK CREDENTIALS SETUP FOR ONLINE ORDERING? YES \_\_\_\_\_ NO

9 DIGIT FEDERAL TAX ID NUMBER OF AGENCY 436000349

MANAGER NAME: Greg Edgington, Shop Superintendent NUMBER OF LOCATIONS \_\_\_\_\_

I understand that I have been designated as a Public Agency Account with the associated privileges that come with this designation. I further understand that in order to participate in this program my account must be kept current.

SIGNED: [Signature]

PRINT NAME: Daniel K. Atwill

DATE: 7/16/12

Registrations received after the **25<sup>th</sup> OF THE MONTH** will be processed the following month.

PLEASE RETURN THIS FORM UPON COMPLETION TO:  
VIA FAX: 919-301-4079 VIA EMAIL: [uscommunities@carquest.com](mailto:uscommunities@carquest.com)

Updated December 12, 2011- Please discard prior dated forms

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



613 E. Ash Street, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

---

## MEMORANDUM

COPY

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: June 15, 2012  
RE: Cooperative Contract: 1101149 – CarQuest Auto Parts and Accessories

Purchasing and Public Works request permission to utilize the U.S. Communities cooperative contract, issued by the City of Charlotte, North Carolina to purchase auto parts and accessories.

This is a Term and Supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 60200 – Equipment Repairs/Maintenance and account 59100 – Vehicle Repairs/Maintenance. For 2012, \$199,950 was budgeted in 60200 (\$75,893 remains) and \$25,000 budgeted in 59100 (\$9,514 remains).

Attached for signature are the contracts and a *Public Agency Account Registration Form*.

ATT Public Works Memo

cc: Greg Edington, PW  
Contract File



**PURCHASE AGREEMENT FOR  
Auto Parts and Accessories**

**THIS AGREEMENT** dated the 10 day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **General Parts Distribution LLC d.b.a. CarQuest** herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Auto Parts and Accessories** in compliance with all bid specifications and any addendum issued for the U.S. Communities Contract **1101149**, issued by the City of Charlotte, North Carolina and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the cooperative contract may be permanently maintained in the County Purchasing Office and/or U.S. Communities file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the U.S. Communities/City of Charlotte contract and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with auto parts and accessories per the discount structure outlined in the U.S. Communities attached contract.

3. **Contract Duration** - This agreement shall commence on **date written above and extend through June 30, 2015** subject to the provisions for termination specified below. Contract may be renewed by order of the County for three (3) additional one year periods.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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. **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.

**GENERAL PARTS DISTRIBUTION LLC**

d.b.a. CARQUEST

by 

Robert A. Wheeler

title Senior Vice President


**[BOONE COUNTY, MISSOURI**

by: Boone County Commission




Daniel K. Atwill, Presiding Commissioner

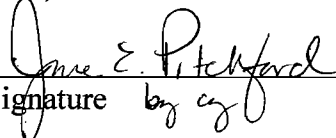
APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

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.)

  
Signature *by county*

7/2/12 2040 / 60200 / 59100 Term & Supply  
Date Appropriation Account

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. This contract is considered non-exclusive.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor’s invoices during the term of the Agreement, and any renewals thereof,

indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

**STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY**

**FIRST AMENDMENT TO CONTRACT  
TO PROVIDE AUTOMOTIVE PARTS AND  
SERVICES**

THIS FIRST AMENDMENT to the Agreement to Provide **Automotive Parts and Services** (the "Amendment") is made and entered into this 1st day of February, 2012 ("Effective Date"), by and between the City of Charlotte, a political subdivision of the State of North Carolina (the "City") and General Parts Distribution LLC d.b.a CARQUEST Auto Parts, a limited liability company doing business in North Carolina (the "Company").

**STATEMENT OF BACKGROUND AND INTENT**

- A. The City and the Company entered into a written Contract dated June 28, 2011 (the "Contract") pursuant to which the Company agreed to provide **Automotive Parts and Services** to the County.
- B. The Contract is for a three-year term, with the City having the option to extend the term for three (3) one-year renewals. City Council authorized these extensions on June 27, 2011.
- C. The parties now desire to amend the Contract by making certain changes to the provisions.


NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

**AGREEMENT**

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Contract.
2. In order to effectuate the intent of the parties, the original Contract is hereby amended as follows:
3. This Amendment incorporates the revised pricing for hydraulic parts as specified in **Exhibit A**.
4. Except to the extent specifically provided in the amendments contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the Effective Date.


General Parts Distribution LLC d.b.a. CARQUEST

By:   
Craig L. Barnes

Title: Senior Vice President

ATTESTED:  
CITY OF CHARLOTTE  
CLERK'S OFFICE

CITY OF CHARLOTTE


By: 

By:   
1/26/2019

Title: Deputy City Clerk

Title: ASSISTANT CITY MANAGER

APPROVED AS TO INSURANCE REQUIREMENTS:

By:   
Charlotte-Mecklenburg Division  
Of Insurance Risk Management

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

CITY OF CHARLOTTE  
FINANCE DEPARTMENT:

By: N/A POs as Needed  
(Signature)

TITLE: \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT NO. 1101149**

**CONTRACT TO PROVIDE  
AUTOMOTIVE PARTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 28<sup>th</sup> day of June 2011 (the "Effective Date"), by and between General Parts Distribution LLC d.b.a. CARQUEST Auto Parts, a limited liability company doing business in North Carolina (the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

**Statement of Background and Intent**

- A. The City issued An Invitation to Bid (ITB 269-2011-069) dated March 15, 2011 requesting bids from qualified firms to provide the City and other Participating Public Agencies with Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB".
- B. The Company submitted a bid in response to ITB #269-2011-069 on April 28, 2011. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this Contract on June 27, 2011 to Company to provide Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services to the City all in accordance with the terms and conditions set forth herein.
- D. The City of Charlotte, in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Contract (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its affiliates Golden State Supply LLC and Straus-Frank Enterprises LLC) and any independently owned CARQUEST Auto Parts stores shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

The Contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at [www.uscommunities.org](http://www.uscommunities.org). The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Contract and the Company.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

## A G R E E M E N T

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:

- Exhibit A: **Discount Schedule** (as submitted by Company)  
Exhibit B: **Terms and Conditions** (per ITB #269-2011-069)  
Exhibit C: **Special Conditions** (per ITB #269-2011-069)  
Exhibit D: **Specifications** (per ITB #269-2011-069)  
Exhibit E: **Bid Response Forms**  
Exhibit F: **U.S. Communities Administration Agreement**

Each reference to the Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. Each reference to CARQUEST in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all Exhibits):

- 2.1. *EFFECTIVE DATE.* The term "Effective Date" refers to the effective date identified in the first paragraph of this Contract.
- 2.2. *PRODUCTS.* The term "Products" shall mean Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services) and all other related items the Company agreed to provide to the City in its Bid.
- 2.3. *SERVICES.* The term "Services" shall include all services that the Company agreed to provide to the City in its Bid.

3. **TERM.**

The initial term of this Agreement will be for three years from the Effective Date with an option to renew for three (3) additional one-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits. Except as set forth on Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services.

5. **COMPENSATION.**

The City shall pay the Company for the Products and Services delivered in compliance with the Specifications at the **unit prices** set forth in **Exhibit A**. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment



provisions set forth in **Exhibit C**. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in **Exhibit A**.

6. **BILLING.**

Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall mail all invoices to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (BSS/EMD)

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

7. **GENERAL WARRANTIES.**

Company represents and warrants that:

- 7.1 It is a limited liability company duly organized, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;
- 7.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 7.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
- 7.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 7.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 7.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

8. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company represents warrants and covenants that:

- 8.1 The Products and Services shall comply with the manufacturer warranty as set forth in the Company's Bid;
- 8.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

8.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

Company shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines in providing the Products and Services, and shall obtain all necessary permits and licenses.

9. **TERMINATION.**

9.1 *TERMINATION WITHOUT CAUSE.* The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

9.2 *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

- (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- (b) The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

9.3 *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.* By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

9.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

9.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

9.4 *NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.* Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

9.5 *OBLIGATIONS UPON EXPIRATION OR TERMINATION.* Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

9.6 *NO SUSPENSION.* In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

9.7 *AUTHORITY TO TERMINATE.* The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

10. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

- a. Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
- b. Notifying all affected vendors and subcontractors of the Company of transition activities;
- d. Performing the transition service plan activities;
- e. Answering questions regarding the products and services on an as-needed basis; and
- f. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

11. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

12. **NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). The Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Contractor on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy as set forth in Section 2, Article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

The Company further agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format provided by the City.

13. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
14. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
15. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 15.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 15.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 15.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 15.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 15.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 15.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

16. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
Laura Payne	Karen Ruppe
General Parts Distribution LLC	Procurement Services Division
P.O. Box 26006	600 East Fourth Street
Raleigh, NC 27611	Charlotte, NC 28202
Phone: 919.573.3004	Phone: 704.336.2992
Fax: 954.383.2369	Fax: 704.632.8254
E-mail: <a href="mailto:laura-payne@carquest.com">laura-payne@carquest.com</a>	E-mail: <a href="mailto:kruppe@ci.charlotte.nc.us">kruppe@ci.charlotte.nc.us</a>
<b>With Copy To:</b>	<b>With Copy To:</b>
General Parts Distribution LLC	Cindy White
Attn: General Counsel	Senior Assistant City Attorney
2635 E. Millbrook Road	600 East Fourth Street
Raleigh NC 27604	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: <a href="mailto:cwhite@ci.charlotte.nc.us">cwhite@ci.charlotte.nc.us</a>

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

17. **MISCELLANEOUS**

- 17.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and Bids, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 17.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Key Business Executive, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 17.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 17.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 17.8 constitutes an assignment.
- 17.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 17.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for Bids, and may identify the City as a customer in presentations to potential customers.
- 17.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

- 17.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 17.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 17.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 17.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.
18. **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
19. **CONFIDENTIALITY.**
- 19.1 **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 19.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 19.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*
- 19.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 19.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered by the City about employees,

except for that information which is a matter of public record under North Carolina law.

- 19.1.5. *Citizen or employee social security numbers collected by the City.*
- 19.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*
- 19.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 19.1.8. *Any attorney / client privileged information disclosed by either party.*
- 19.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 19.1.10. *The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.*
- 19.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 19.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services*
- 19.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories 19.1.3 through 19.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

19.2. **RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 19.2.1. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 19.2.2. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and




who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- 19.2.3. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - 19.2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 19.2.5. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
  - 19.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 19.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 19.2.8. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
  - 19.2.9. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 19.3. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 19.3.1. Was already known to Company prior to being disclosed by the City;
  - 19.3.2. Was or becomes publicly known through no wrongful act of Company;
  - 19.3.3. Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
  - 19.3.4. Was used or disclosed by Company with the prior written authorization of the City;
  - 19.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
  - 19.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued

subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

General Parts Distribution LLC

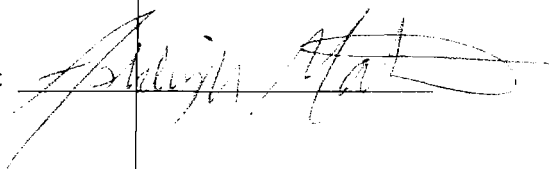
BY:   
Craig L. Barnes

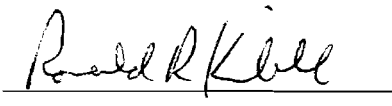
TITLE: Senior Vice President

ATTESTED:

**CITY OF CHARLOTTE  
CITY CLERK'S OFFICE**

**CITY OF CHARLOTTE**

BY: 

BY: 

TITLE: Deputy City Manager

**This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.**

**CITY OF CHARLOTTE  
FINANCE DEPARTMENT**

BY: \_\_\_\_\_  
Signature

**APPROVED AS TO INSURANCE REQUIREMENTS:**

BY:  [unclear]

**Exhibit A**  
**Discount Schedule as Submitted by Company**

**Discount Schedule - ITB # 269-2011-069**  
**Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles,**  
**and Related Services**

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte and/or Mecklenburg County for this bid. Any exceptions are clearly marked in the attached copy of bid specifications.

**BIDS ARE DUE NO LATER THAN 11:00 A.M. EDT, APRIL 29, 2011**

**8.1 TABLE A:** Please provide fixed discount off list price for each of the following product categories:

Item	Product Category	Manufacturer/Brand Names (add additional brands offered in blanks)	Verifiable Price- List (Current Retail Price List ID)	Percent (%) Discount (off stated verifiable Retail price list)
1	Alternators & Starters	WRE CQ ROT ELECTRICAL BBB	3	16%
		ERE CQ ROT ELECTRICAL REMY	3	16%
		WVE BBB INDUSTRIES	3	16%
		EVE WORLD WIDE REMY	3	16%
		HRE CQ H D ELECTRICAL WAI Global	3	16%
		OEE OE ELECTRICAL	3	16%
		DXE ATL/GEN./STARTER	3	16%
2	Bearings (Ball & Roller)	BGS CQ BEARINGS BCA	3	27%
		BRG CQ RED BEARINGS	3	27%
		CBG TIMKEN	3	27%
3	Batteries	BAT CQ BATTERY Deka East Penn	3	30
4A	Belts, Hoses, Clamps	RBR CQ Gates	3	37%
		HHC HYDRAULIC HOSE & COUPLINGS Gates	3	37%
		CHC CQ HOSE CLAMPS Ideal	3	37%
4B		TEN CQ TENSIONERS Gates	3	27%
		BVB CQ RED BELTS & HOSE Veyance	3	27%
		PSH CQ POWER STEERING HOSE Gates	3	27%
		GDY VEYANCE TECHNOLOGIES INC	3	27%
5	Brakes (Pads & Shoes)	FRI CQ FRICTION Raybestos, Akebono	3	23%
		RDP RED DISC PADS MAT	3	23%
		BRK CQ BRAKES Affinia	3	23%
		BDP BRAKE DISC PADS Newtek	3	23%
		BWS BRAKE WEAR SENSORS Pex. Boa	3	23%

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Item	Product Category	Manufacturer/Brand Names (add additional brands offered in blanks)	Verifiable Price List (Current Retail Price List ID)	Percent (%) Discount (off stated verifiable retail price list)
6	Brakes (Drums & Rotors)	BDR CQ Drums & Rotors Affinia, Winhere	3	29%
		HDD HD Drums & Rotors KIC	3	
7	Brakes (Calipers)	CLP CQ CALIPERS A1 Cardone	3	17%
8	Caps & Thermostats	CTH CQ THERMOSTATS Stant	3	20%
		CCA CQ CAPS Stant	3	20%
9	Chemicals	All Chemicals, Functional Fluids, Paints, examples Dupont, PPG, Gojo, Mobile 1, WD 40, Dryden, Valvoline, Turtle Wax	3	8%

Item	Product Category	Manufacturer/Brand Names (add additional brands offered in blanks)	Verifiable Price List (Current Retail Price List ID)	Percent (%) Discount (off stated verifiable retail price list)
10	Coolant /Antifreeze	ANT CQ Antifreeze and washer fluid – Prestone, Zerex, Toyota, CQ, Peak, SOPUS products	3	6%
11A	Electrical & Ignition	EC CQ ENGINE CONTROLS Standard	3	20%
		WIR CQ WIRE SETS Prestolite	3	20%
11B	Electrical & Ignition	ECC CQ ENGINE CONTROLS Wells	3	11%
		RIG CQ RED ENGINE CONTROLS Wells	3	11%
		BCW CQ RED SPARK PLUG WIRES Federal	3	11%
		NDS NEW IGNITION DISTRIBUTORS Rich Porter	3	11%
		MAF MASS AIR FLOW SENSORS Denso, Hitachi	3	11%
		CBA CQ RED BATTERY ACCESSORIES	3	11%
		CNM NEW WINDOW LIFTS	3	11%
		BSW CQ BATTERIES Assec	3	11%
		CTE CONNECTOR	3	11%
		DBT AC/DELCO HD Elec	3	11%

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12	<b>Emissions &amp; Exhaust</b>	GOE AP EXHAUST	3	30%
		OXY CQ OXYGEN SENSORS, Bosch, NTK, Denso	3	30%
		ROL Rol Exhaust	3	30%
		WAL WALKER Exhaust	3	30%
		JEX Jones Exhaust	3	30%
13A	<b>Filters (Air, Fuel, Oil)</b>	CFI CQ FILTERS	3	66%
13B		RFI CARQUEST RED FILTER	3	30%
		TFK CQ TRANS FILTER KITS	3	30%
		KN K&N ENGINEERING	3	30%
		BLD BALDWIN FILTERS	3	30%
		BSF BOSCH FILTERS	3	30%
		MGC MOTORGUARD FILTERS	3	30%
		ATP ATP	3	30%
		HFI HYDRAULIC/INDUSTRIAL FILTERS	3	30%
		CMP CHAMP FILTERS	3	30%
14	<b>Gaskets &amp; Seals</b>	GSK CQ GASKETS Victor Reinz	3	22%
		SLS CQ SEALS National	3	22%
		BOS CQ RED OIL SEALS	3	22%
		CSL TIMKEN	3	22%

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Required Forms - Form Four

Item	Product Category	Manufacturer/Brand Names (add additional brands offered in blanks)	Verifiable Price List (Current Retail Price List ID)	Percent (%) Discount (off stated verifiable retail price list)
15	Heating & Air Condition	RDR SPECTRA PREMIUM	3	17%
		HTR CQ HEATER PARTS	3	17%
		ACC AIR CONDITIONING COMPRESSOR Compressorworks	3	17%
		CTC CQ TEMP CONTROL Four Seasons	3	17%
		BHP CQ RED HEATER PARTS	3	17%
		COM COMPRESSORS	3	17%
16	Lamps, Lighting, Mirrors	PLB PHILIPS AUTOMOTIVE LIGHTING NA	3	30%
		CLB CQ HEADLAMPS & MIN. BULBS	3	30%
		FUS CQ FUSES	3	30%
		BHB BRAVO HALOGEN BULBS	3	30%
		FSH CQ FLASHERS	3	30%
		PLT PERFORMANCE LIGHTING/ACCESSORIES	3	30%
		EIK EIKO LIGHTING	3	30%
17	Power Steering Pumps	PSC CQ P/S PUMPS A1 Cardon	3	14%
18	Pumps (fuel & water)	FP CQ FUEL PUMPS	3	17%
		NWP CQ NEW WATER PUMPS & OUTLETS Four Seasons	3	17%
		AUT PV W/P A1 Cardone	3	17%
19A	Steering & Suspension	KYB KYB SHOCKS	3	22%
		CCH CQ CHASSIS Raybestos	3	22%
		RCH CQ RED CHASSIS Raybestos	3	22%
		CAA CQ CONTROL ARM ASSY Mevotech	3	22%
		RDS CQ REMAN HALFSHAFTS A1 Cardone	3	22%
		RPR CQ RACK & PINION A1 Cardone	3	22%
		ACL CQ CLUTCH KITS AMS	3	22%
		PCH CQ RAYBESTOS CHASSIS	3	22%
		SHK CQ SHOCKS Gabriel	3	22%
		LFT CARQUEST LIFT SUPPORTS	3	22%
		MON MONROE RIDE CONTROL	3	22%
		RRP RARE PARTS INC	3	22%
		RSK GABRIEL RIDE CONTROL	3	22%
GSP GSP NORTH AMERICA	3	22%		



Section 8  
Required Forms - Form Four

Item	Product Category	Manufacturer/Brand Names (add additional brands offered in blanks)	Verifiable Price List (Current Retail Price List ID)	Percent (%) Discount (off stated verifiable retail price list)
19B	Universal Joints	UJ CQ U-JOINTS Neapco	3	22%
		CFD CQ FRONT WHEEL DRIVE FM	3	22%
20	Wipers	CWP CQ WIPER PRODUCTS Trico	3	30%
		WPR BOSCH WIPERS	3	30%
		RWP CQ RED WIPER BLADES Import	3	30%
21	Wheel Accessories	DOR DORMAN	3	14%
		MMM MINNESOTA MINING & MFG. CO.	3	14%
		MTM AUTOMOTIVE HARDWARE	3	14%
		WGT WHEEL WEIGHTS, PERFECT EQUIPMENT	3	14%
		QLY TIRE CHAINS & ACCESSORIES	3	14%
		DOE DORMAN	3	14%
22	Spark Plugs	FRA FRAM/AUTOLITE	3	12%
		TPS TIRE PRESS MONITORING SYS	3	12%
		AC AC-DELCO	3	12%
		NGK NGK SPARK PLUGS	3	12%
		MIL TIRE REPAIR	3	12%
		PLU CHAMPION PLUGS	3	12%
		DEN DENSO SPARK PLUGS	3	12%
		BSC ROBERT BOSCH CORP	3	12%
		EEE E3 SPARK PLUGS	3	12%
<b>Add additional categories as needed</b>				
23	Accessories	Power Inverters, Bug Deflectors, Ventshades, etc	3	12%
24	Brake Hyds	BPR Brake Master Cyls A1 Cardone	3	22%
25	Drive Line	PIO CQ TRANSMISSION COMPONENTS Pioneer	3	12%
		NCL CQ NEW CLUTCH AMS	3	12%
		DR D/R U-BOLTS	3	12%
		FLY STANDARD FLYWHEELS	3	12%
26	Engine Components	TMG CQ TIMING	3	18%
		OP CQ OIL PUMPS	3	18%
		FED FEDERAL-MOGUL ENGINE PARTS	3	18%
		ENK SEAL POWER ENGINE KITS	3	18%
		PCK STANDARD CRANKSHAFT CO	3	18%

Section 8  
Required Forms - Form Four

		PC ENGINE PARTS	3	18%
		HTC HI-TECH ENGINE COMPONENTS	3	18%
27	<b>Equipment</b>	Multiple Brand tools & Equip	3	5%
28	<b>Fuel Tanks</b>	GST Gas Tanks & Acc	3	12%
29A	<b>Heavy Duty</b>	LTG CQ Lamps Lenses Grote	3	15%
		PPW PLOW PARTS WAREHOUSE	3	15%
		CCS HEAVY DUTY CARGO RESTRAINTS Ancra	3	15%
		HWP HD WATER PUMPS Haldex	3	15%
		URE UREMCO REMAN FUEL INJ	3	15%
29B	<b>Heavy Duty</b>	SWS Stemco Seals Inc	3	7%
		HFF HALDEX HD Brake Shoes	3	7%
		HDD HEAVY DUTY DRUMS KIC	3	7%
		HBS HEAVY DUTY BRAKE PARTS HALDEX	3	7%
		PHI H.D. TRAILER CONNECTORS Phillips	3	7%
		ABC HD AIR BRAKE CHAMBERS Ranger	3	7%
		HDB HD BRAKE PARTS BWP	3	7%
		ABG HEAVY DUTY AIR BAGS Veyance/Goodyear	3	7%
		HCL H D REMF. CLUTCHES Haldex	3	7%
		HRE HD ELECTRICAL WAI Global	3	7%
		HDT HVY DUTY TRUCK PARTS	3	7%
		HDF HEAVY DUTY BRAKE SHOES Carlisle	3	7%
30	<b>Misc</b>	Miscellaneous Products	3	12%
31	<b>Oil Dry</b>	WAV Oil Dry Products Waverly	3	7%
32	<b>Perf Prod</b>	GAS MR GASKET	3	12%
		HOL HOLLEY CARBURATOR CO	3	12%
33	<b>Elec &amp; Emmission</b>	REB CARQUEST AI Cardone	3	15%
34	<b>Reference</b>	CHI CHILTON REPAIR MANUALS	3	12%
		HNS HAYNES REPAIR MANUALS	3	12%
35	<b>Reman Eng &amp; Trans</b>	ATK ATK REMF. ENGINES	3	5%
		BRT BROWNS TRANSMISSION	3	5%
		CYL MOORE CYLINDER HEADS	3	5%
36	<b>Small Engine</b>	PRM Prime Line	3	25%
37	<b>Towing</b>	VT VALLEY INDUSTRIES	3	12%
		RVB CQ RV TOWING PRODUCTS	3	12%
38	<b>Engine Mounts</b>	MOU CQ Engine Mounts DEA	3	17%
39	<b>Brass Fittings</b>	EDE Edelman	3	25%

Discounts must include all equipment, labor, delivery, installation, consultation, vendor profit and all other costs associated with this project. No additional cost will be allowed.

**Table B: Heavy Duty Parts (Please add additional manufacturers offered) per Section 6.1.**

Item	Manufacturer	Verifiable Price List (Current Retail Price List ID)	Discount (%) off Current Retail Price List
1	Allison		
2	Bendix		
3	CE Nicoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates RBR	3	37%
16	Grote CQ LTG	3	15%
17	Goodyear	3	
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft		
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco SWS	3	7%
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
32	CFI WIX Filters	3	66%
33	Goerlich HD Exhaust EXH	3	30%
34	PPW PLOW PARTS WAREHOUSE	3	15%
35	CCS HEAVY DUTY CARGO RESTRAINTS Ancra	3	15%
36	HWP HD WATER PUMPS Haldex	3	15%
37	URE UREMCO REMAN FUEL INJ		

Section 8  
Required Forms - Form Four

38	HFF HALDEX HD Brake Shoes	3	7%
39	HDD HEAVY DUTY DRUMS KIC	3	7%
40	HBS HEAVY DUTY BRAKE PARTS HALDEX	3	7%
41	PHI H.D. TRAILER CONNECTORS Phillips	3	7%
42	ABC H.D. AIR BRAKE CHAMBERS Ranger	3	7%
43	HDB HD BRAKE PARTS BWP	3	7%
44	ABG HEAVY DUTY AIR BAGS Veyance/Goodyear	3	7%
45	HCL H. D. REMF. CLUTCHES Haldex	3	7%
46	HRE PV HD ELECTRICAL WAI Global	3	7%
47	ABG HD Air Bags Goodyear Veyance	3	7%

**Section 8**  
**Required Forms – Form Four**

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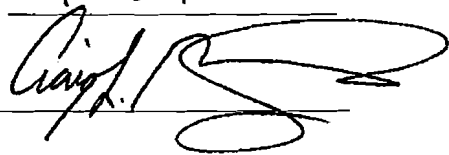
**8.3.3 Required Forms.**

To be deemed responsive to this ITB, Bidders must complete in detail, all Bid Forms included in Section 8.

The City reserves the right to award multiple Contracts for the Products and Services required by this ITB if the City deems multiple Contracts to be in the City's best interest.

Payment Terms: Net 30

The undersigned hereby certifies the Bidder has read the terms of this bid document, including the sample contract (Section 9) and is authorized to bind the firm to the information herein set forth.

Date: 4-28-11  
BY: 

General Parts Distribution LLC  
Legal Name of Firm  
Craig L. Barnes, Sr Vice President  
Name and Title of Person Signing (please print)

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Firm, Entity, or Vessel : Carquest  
State : MISSOURI

As of 15-Jun-2012 12:35 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

### Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk

# EPLS

## Excluded Parties List System



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- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

**EPLS Search Results**

**Search Results for Parties Excluded by**

**Firm, Entity, or Vessel : Carquest**

**State : NORTH CAROLINA**

**As of 15-Jun-2012 12:36 PM EDT**

**Save to MyEPLS**

**Your search returned no results.**

**Back   New Search   Printer-Friendly**

### Resources

- > Search Help
- > Advanced Search Tips
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- > Acronyms
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- > Recent Updates
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### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

### Contact Information

- > For Help: Federal Service Desk

## 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:

( ) sole individual                      ( ) partnership                      ( ) joint venture  
(x) corporation, incorporated under laws of the state of North Carolina

Dated June 25, 2012

Name of individual, all partners, or joint venturers:

Address of each:

Temple Sloan III, CEO

2635 E Millbrook Rd

David McCartney, President

Raleigh, NC 27604

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address of principal place of business in

doing business under the name of:

Missouri:

CARQUEST Auto Parts

1905 N. Providence Rd.

(If using a fictitious name, show this name above in addition to legal names.)

Columbia, MO- 65202

General Parts Distribution LLC  
(If a corporation - show its name above)

\_\_\_\_\_

ATTEST:

Raura Payne  
(Secretary)

Director  
(Title)

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.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby award RFP 33-31MAY12 – RFP for Breath Alcohol Testing Vehicle for the Boone County Sheriff’s Department to Mid America Coach. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract. In addition, the surplus disposal of a 1994 Ford Van, fixed asset tag # 11902 is approved by auction.

Done this 10<sup>th</sup> day of July 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

# BOONE COUNTY

RECEIVED

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

JUN 26 2012

BOONE COUNTY AUDITOR

DATE: 6-20-2012

FIXED ASSET TAG NUMBER: 11902

DESCRIPTION: 1994 Ford Van

REQUESTED MEANS OF DISPOSAL: Sell at Missouri Auto Auction

OTHER INFORMATION: n/a

CONDITION OF ASSET: good

REASON FOR DISPOSITION: MoDOT is awarding us a new BAT Van and allowing us to use the proceeds from this sale toward the purchase of new equipment for the replacement vehicle.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: n/a

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Sheriff (1251)

SIGNATURE 

**AUDITOR**

ORIGINAL PURCHASE DATE 7/15/1999

RECEIPT INTO 1251-3835

ORIGINAL COST 14,490.00

GRANT FUNDED (Y/N) \_\_\_\_\_

GRANT NAME \_\_\_\_\_

ORIGINAL FUNDING SOURCE 2751

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1605

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

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 336-2012

DATE APPROVED 7/10/12

SIGNATURE 

**PURCHASE AGREEMENT FOR  
BREATH ALCOHOL TESTING VEHICLE**

THIS AGREEMENT dated the 16 day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Mid America Coach**, 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 a **Breath Alcohol Testing Vehicle**, Boone County Request for Proposal for Breath Alcohol testing Vehicle, proposal number **33-31MAY12**, including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the un-executed Response / Pricing Page, Clarification/Best and Final Offer Number 1 with response dated June 11, 2012, as well as the Contractor's proposal response dated May 30, 2012, executed by Peter H Beren 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 proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Purchase Agreement, the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions, Proposal Submission Information, the un-executed Response / Pricing Page, and Clarification/Best and Final Offer Number 1 shall prevail and control over the Contractor's proposal response.

**2. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, a breath alcohol testing vehicle as identified and responded to in the Contractor's Proposal Response. Equipment and service will be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the contractor's bid response, Clarification/Best and Final Offer Response and e-mails as needed and as ordered by the County.

The initial order as outlined below includes a breath alcohol testing vehicle and services as described and responded to in the proposal documents.

* 1999 Ford E450 7.3 Diesel turtle Top Bus, approximately 114,000 miles (stock #12276	\$35792.00
* Back-up Camera and Monitor as Per Section 3.4.4.2. of the RFP and the B.A.F.O. Response #1	\$800.00
* Scene Light Installation as Per Section 1.7 of the B.A.F.O. Response #1	\$500.00
<b>For a Total Cost of</b>	<b>\$37,092.00</b>

Contractor shall warranty the following; 30 days or 3,000 miles from date of delivery that covers 50% of in shop repairs on the vehicle's major drive line, a 12 month or 12,000 mile warranty on all conversion workmanship, and a 30 day warranty on all electrical components.

**3. Delivery** - Contractor agrees to deliver the finished vehicle within ninety (90) calendar days after receipt of Purchase Order. All deliveries shall be FOB destination. Training shall be provided to County staff at the time of delivery. Deliveries shall be made to the Boone County Sheriff Department located at 2121 County Dr., Columbia, MO 65202.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the Contractor's bid response and this purchase agreement. No additional fees 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 correct monthly statements within thirty days of receipt. 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 by County** - 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:

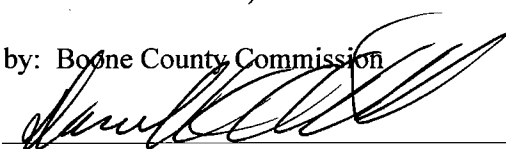
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission delivery of products are delayed or products delivered are not in conformity with bidding specifications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

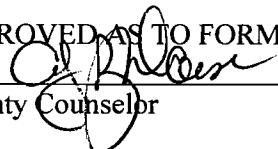
**MID AMERICA COACH**

by  Pete H. Beren  
title President 6-26-12  
80096. 353 Hwy  
address KCMO 64133


**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

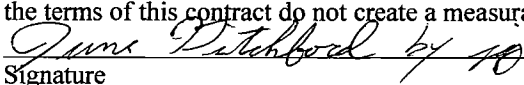
  
County Counselor

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.)

 by 10 07/10/12 1251/92400 - \$37,092.00  
Signature Date Appropriation Account

# Boone County Purchasing



**Tyson Boldan**  
Buyer

613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

---

June 11, 2012

Mid America Coach  
ATTN: Peter H. Beren  
8809 East State Road 350  
Kansas City, MO 64133

E-mail: [peterb@midamericacoach.com](mailto:peterb@midamericacoach.com)

RE: Clarification / Best & Final Offer #1 to 33-31MAY12 – *Breath Alcohol Testing Vehicle For The Boone County Sheriff Department*

Dear Mr. Beren:

In accordance with section 5.1.2. of RFP number 33-31MAY12 – *Breath Alcohol Testing Vehicle For The Boone County Sheriff Department*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with Mid America Coach.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to respond to this BAFO by **1:00 p.m. June 12, 2012** by U.S. mail or e-mail to [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org).

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process.

Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4392 or e-mail [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Tyson Boldan  
Buyer

cc: Evaluation Team  
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #1

**BOONE COUNTY - MISSOURI**

**PROPOSAL NUMBER AND DESCRIPTION: 33-31MAY12 – Breath Alcohol Testing Vehicle For The Boone County Sheriff Department**

**CLARIFICATION / BEST AND FINAL OFFER FORM #1**

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before **1:00 p.m. June 12, 2012** by U.S. mail or E-mail.

**I. CLARIFICATION – please provide a response to the following requests.**

- 1.1. On the response page section 6.1.5. the optional backup camera specifications are unclear. Clarify the make and model number of the camera to be installed as per section 3.4.4.2 as per proposal response section 6.1.5.  
Back up camera & monitor may be from Rosco. A Rosco brochure is attached for your review.**
- 1.2. If the County wants to take advantage of the painting responded to in section 6.1.4. at what point during the vehicle modification process will Mid America Coach need to know the final decision? The decision upon painting is dependent on funding from the state and the County may not know until after vehicle modification has begun.  
The sooner the better. In order for the paint not to chip & flake around the windows, it is best that the bus be painted with the body windows removed. We would prefer to do that first, since it will be painted while we marshall all of the other materials. But we will work around your process as needed, but it could delay delivery if it is later in the**
- 1.3. The County prefers to leave the top of the vehicle white. Will this have any impact on painting cost as per response 6.1.4.?  
No, this will not be a problem**
- 1.4. Will you guarantee availability of stock number 12276 until we have a contract or 30 days from receipt of this BAFO?  
Yes, we have this unit set aside for your decision**
- 1.5. The County is interested in having a receiver style hitch and 7-pin trailer wiring connector installed. Provide the cost of parts and installation.  
It is the policy of Mid America Coach not to install trailer hitches due to GCVWR and electrical issues**
- 1.6. Does the Mid America Coach response include installation of County supplied inverter?  
Yes**
- 1.7. If County supplies lights as referenced in 3.4.4.6. what is the cost for instillation only?  
\$500**
- 1.7. Does the proposal response to section 3.4.4.5. include installation of County supplied cabling?  
Yes**

**Pricing remains as previously stated.**

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: Mid America Coach

Address: 8809 East State Road 350  
Kansas City, MO 64133

Telephone: 816-734-5000 Fax: 816-734-5090

Federal Tax ID (or Social Security #): 43-1929960

Print Name: Peter H. Beren Title: President

Signature:  Date: 6/11/2012

E-mail: peterb@midamericacoach.com





## 6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

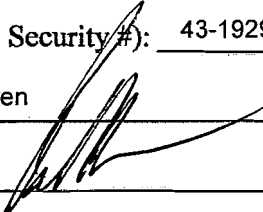
Company Name: Mid America Coach

Address: 8809 East State Road 350  
Kansas City, MO 64133

Telephone: 816-734-5000 Fax: 816-734-5090

Federal Tax ID (or Social Security #): 43-1929960

Print Name: Peter H. Beren Title: President

Signature:  Date: 5/30/2012

E-Mail Address: peterb@midamericacoach.com

**Pricing** – The County is providing this Response Form for pricing to be detailed. If this Response Form doesn't capture all costs, Offeror shall attach a listing of all costs. Costs shall include cost of equipment, add-on features cost, training cost, labor, warranty and any other costs to this page and place. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal. **It is desired that the vendor supplies an itemized cost listing for each individual item/installation/service for sections 3.1. – 3.4.4.6.**

6.1. Pricing	<u>Unit Price</u>
Breath Alcohol testing Vehicle as specified	<u>\$ 35,792</u>
6.1.2. Make, Model and Mileage of Vehicle to be provided: 1999 Ford E450 7.3 diesel Turtle Top bus, approx 114,000 miles (stock #12276)	
6.1.3. FOB Delivery	<u>\$ included</u>
6.1.4. Cost: Finished Black Exterior Paint Job As Per Section 3.4.1.10.	<u>\$ 3,500</u>
6.1.5. Optional Back-Up Camera and Monitor As Per Section 3.4.4.2.	<u>\$ 800</u>
6.1.6. Optional Recessed Light Mounting As Per Section 3.4.4.6.	<u>\$ 2,900</u>

Payment terms are Net 30 Days. We charge 1-1/2% interest on all past due accounts.

6.1.7. Describe warranty on equipment and labor:

30 days/3000 miles 50/50 in our shop on major drive line only

12 months/12,000 miles on conversion workmanship

30 days on electrical components

6.1.8. List any deviations to the original specifications:

back up warning device not recommended due to placement issues & bumper clearance concerns.

Suggest the addition of the back up camera (normally priced @ \$1250 and discounted to \$800)

Mid America Coach is not responsible for the functionality of any customer supplied equipment.

6.1.9. Equipment shall be delivered 60 - 90 days after receipt of Purchase Order and Notice to Proceed.

at time of delivery

6.1.10. Training shall be provided to Boone County staff within \_\_\_\_\_ days of installation.

6.1.11. State date that pricing is firm through for the equipment proposed in your proposal response: 60 days (however the bus is subject to prior sale)

6.1.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes xxx No

6.1.13. Provide a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:** Peter H. Beren  
**Organization:** Mid America Coach  
**Address:** 8809 East State Road 350, Kansas City, MO 64133  
**E-mail:** peterb@midamericacoach.com  
**Phone Number:** 816-734-5000  
**Fax:** 816-734-5090

**Identification of Bidders:** How were you notified or heard about this bid/RFP? \_\_\_\_\_

Newspaper advertisement \_\_\_\_\_

Boone County Electronic Bid Notification \_\_\_\_\_

Other, please list: email from conversation

**(Please complete and return with Proposal Response)**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Peter H. Beren, President Mid America Coach  
\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

5/30/2012  
\_\_\_\_\_  
Date

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name: Missouri Dept of Transportation  
Address: 830 MODOT Drive, Jefferson City, MO 65109

Contact Name: Steve Billings  
Telephone Number: (573) 751-2523

Date of Contract: 1/3/2012  
Length of Contract: ongoing

**Description of Prior Services (include dates):** Shuttle buses for MY 2012

**2. Prior Services Performed for:**

Company Name: Kansas Department of Transportation  
Address: 700 SW Harrison, Topeka, KS 66612

Contact Name: Kelly Broxterman  
Telephone Number: 785-291-3030

Date of Contract: 8/31/2011  
Length of Contract: on going

**Description of Prior Services (include dates):** Lowered Floor minivans for MY 2012

**3. Prior Services Performed for:**

Company Name: Kansas City Transportation Group  
Address: 1300 Lydia, Kansas City, MO 64106

Contact Name: Bill George  
Telephone Number: 816-471-1234

Date of Contract: individual sales of shuttle & transit buses  
Length of Contract:

**Description of Prior Services (include dates):**

# STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

1. Number of years in business: 11 years If not under present firm name, list previous firm names and types of organizations.

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2. Contracts on hand: (Complete the following schedule)

Percent Item Completed	Purchaser	Amount of Contract
100%	KDOT	\$437,329
0% (waiting on chassis)	MODOT	\$858,433

3. General type of product sold and manufactured:

shuttle buses & other transit applicable vehicles

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: none

(b) Description of defaulted contracts and reason therefore:

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5. List banking references:

FreedomBank, 6640 West 143rd Street, Overland Park, KS 66223

Attn: Dave VanderVeen 913-563-5660

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes \_\_\_\_\_

No <sup>xxx</sup> \_\_\_\_\_

Dated at Kansas City, MO

this 30th day of May, 2002012.

Mid America Coach  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

President  
(Title of person signing)

# Boone County Purchasing



Tyson Boldan  
Buyer

613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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June 15, 2012

Mid America Coach  
ATTN: Peter H. Beren  
8809 East State Road 350  
Kansas City, MO 64133

E-mail: [peterb@midamericacoach.com](mailto:peterb@midamericacoach.com)

RE: Clarification / Best & Final Offer #1 to 33-31MAY12 – *Breath Alcohol Testing Vehicle For The Boone County Sheriff Department*

Dear Mr. Beren:

In accordance with section 5.1.2. of RFP number 33-31MAY12 – *Breath Alcohol Testing Vehicle For The Boone County Sheriff Department*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with Mid America Coach.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to respond to this BAFO by **1:00 p.m. June 12, 2012** by U.S. mail or e-mail to [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org).

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4392 or e-mail [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org). I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Tyson Boldan  
Buyer

cc: Evaluation Team  
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #1



**BOONE COUNTY - MISSOURI**

**PROPOSAL NUMBER AND DESCRIPTION: 33-31MAY12 – Breath Alcohol Testing Vehicle For The Boone County Sheriff Department**

**CLARIFICATION / BEST AND FINAL OFFER FORM #1**

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before **1:00 p.m. June 12, 2012** by U.S. mail or E-mail.

**I. CLARIFICATION – please provide a response to the following requests.**

- 1.1. On the response page section 6.1.5. the optional backup camera specifications are unclear. Clarify the make and model number of the camera to be installed as per section 3.4.4.2 as per proposal response section 6.1.5.**
- 1.2. If the County wants to take advantage of the painting responded to in section 6.1.4. at what point during the vehicle modification process will Mid America Coach need to know the final decision? The decision upon painting is dependent on funding from the state and the County may not know until after vehicle modification has begun.**
- 1.3. The County prefers to leave the top of the vehicle white. Will this have any impact on painting cost as per response 6.1.4.?**
- 1.4. Will you guarantee availability of stock number 12276 until we have a contract or 30 days from receipt of this BAFO?**
- 1.5. The County is interested in having a receiver style hitch and 7-pin trailer wiring connector installed. Provide the cost of parts and installation.**
- 1.6. Does the Mid America Coach response include installation of County supplied inverter?**
- 1.7. If County supplies lights as referenced in 3.4.4.6. what is the cost for installation only?**
- 1.8. Does the proposal response to section 3.4.4.5. include installation of County supplied cabling?**

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
BREATH ALCOHOL TESTING VEHICLE FOR THE  
BOONE COUNTY SHERIFF DEPARTMENT**

**RFP # 33-31MAY12  
Release Date: May 17, 2012**

**Submittal Deadline:  
May 31, 2012  
not later than 10:30 a.m. Central Time**

**Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201**

**Tyson Boldan, Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #: 33-32MAY12 – Breath Alcohol Testing Vehicle for the Boone County Sheriff Department.**

Sealed proposals will be accepted until **10:30 a.m. on Thursday, May 31, 2012** in the Boone County Purchasing Office, Boone County Johnson Building, Room 109, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org) or can be obtained on our web page: <http://www.showmeboone.com>.

Tyson Boldan, Buyer

Insertion: Thursday, May 17, 2012  
COLUMBIA MISSOURIAN



## 1. INTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

a) **Proposal Closing:** All proposals shall be **delivered before 10:30 A.M., Central Time, on Thursday, May 31, 2012** to:

Boone County Purchasing Department  
Tyson Boldan, Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 10:30 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and four (4) copies of the proposal (total of five). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at [www.showmeboone.com](http://www.showmeboone.com), then select "Purchasing", then "Current Bid Opportunities".



## **2. INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction:**

- 2.1.1 This document constitutes a request for sealed proposals for **33-31MAY12 – Breath Alcohol Testing Vehicle** as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
  - 2) Introduction and General Information
  - 3) Scope of Services
  - 4) Contract Terms and Conditions for Awarded Contractor
  - 5) Proposal Submission Information
  - 6) Response/Pricing Page
  - 7) Debarment Certification
  - 8) Contract Standard Terms and Conditions
  - 9) Prior Experience
  - 10) Statement of Offeror's Qualifications
  - 11) Attachment A – Sample Floor Plan
  - 12) Attachment B – Small Vehicle Sample Floor Plan
  - 13) Attachment C – Sample Wall 1
  - 14) Attachment D – Sample Wall 2
  - 15) Attachment E – Small Vehicle Sample Walls 1 & 2
  - 16) Federal grant Requirements

## 2.2. Guideline for Written Questions:

2.2.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **1:00 p.m., May 25, 2012**. All questions must be mailed, faxed or e-mailed to the attention of Tyson Boldan, Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at [www.showmeboone.com](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Tyson Boldan, Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



### 3. SCOPE OF SERVICES

#### **3.1. Project Description:**

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified Offerors to provide the furnishing, delivery, a set-up, and training (if required) for a Breath Alcohol Testing Vehicle for the Boone County Sheriff's Department.

#### **3.2. Background Information:**

- 3.2.1. The County is using grant funding to purchase a mobile Breath Alcohol Testing Vehicle. MoDot Traffic and Highway Safety funding support this effort. The amount of the grant is in the amount of \$30,000.
- 3.2.2. All work shall be done and product delivered by September 14, 2012 in order to meet the grant requirements.
- 3.2.3. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>
- 3.2.4. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**3.3.Scope of Services:** The successful Offeror shall furnish, deliver, set up, and provide training (if required) for a **Breath Alcohol Testing Vehicle** for the Boone County Sheriff's Department.

#### **3.4.Equipment General Requirements**

- 3.4.1. Vehicle** – New and used vehicles will be considered
  - 3.4.1.1. Vehicle should be the size equivalent of a 16 passenger or larger bus.
  - 3.4.1.2. Vehicle shall have a minimum 12.5 ft by 7.5 ft interior space that is at least 6 feet high from floor to ceiling.
  - 3.4.1.3. Vehicle must have automatic transmission.
  - 3.4.1.4. Vehicle should have a diesel engine. 6.0 liter PowerStroke Diesel engines are not desired.
  - 3.4.1.5. The vehicle body needs to be free from any notable cosmetic damage. Units may be excluded for having notable cosmetic damage.
  - 3.4.1.6. Preference will be given to vehicles that have been driven less than 125,000 miles.



- 3.4.1.7.** Vehicle should have only one entry door (other than the emergency exits) for the work area/rear of the bus. This entry door should be manual or electric. Preference will be given to electric. For smaller vehicles preference will be given to those with no passenger cab door as to maximize usable work space in the rear/work area of the vehicle.
- 3.4.1.8.** There should be a divider between the front cabin and the working area in the rear of the bus to prevent people from walking between the front driver's area and the rear work area of the vehicle. This divider should be suitable enough to prevent intoxicated persons from being able to fall into the front passenger cab from the rear work area of vehicle.
- 3.4.1.9.** The rear of the bus shall have heat and air conditioning systems in addition to the vehicle chassis manufacturer's climate control system for the drivers front passenger cabin. The vehicle needs rear heating and air conditioning.
- 3.4.1.10.** The exterior of the vehicle should be one color upon delivery. The color options are white or black with black being the desired color. If offeror proposes white a cost proposal for painting the vehicle exterior of the vehicle black should also be included.
- 3.4.1.11.** Vehicle should have overhead lighting located along the middle of the interior. Fluorescent or Light Emitting Diode (LED) types are desired.
- 3.4.2. Work Stations**
- 3.4.2.1.** There shall be a minimum of three work stations measuring at least 28 inches high.
- 3.4.2.2.** Each workstation shall be a minimum of 4 feet wide with a preference given to 5 feet if possible.
- 3.4.2.3.** Work stations shall include a conduit to enable the installation of wiring for radio and cameras (remote mount two-way VHF police radio - to be installed by the County at a later date). This conduit needs to have a minimum inside diameter of 1.5 inches.
- 3.4.2.4.** Work stations shall include two drawer file cabinets or drawer system with latching mechanisms.
- 3.4.2.5.** At least two of the workstations shall include padded bench seating for citizens/suspects/prisoners opposite of file cabinets. Preference will be given to those proposals that have more seats.
- 3.4.2.6.** Work stations shall have overhead cabinets with latching mechanism for storage. Cabinet shall be at least 1 foot deep. Each of these cabinets should have lighting mounted underneath for light work area.
- 3.4.2.7.** Interior must have at least four 120 volt electrical outlets per workstation.
- 3.4.2.8.** Interior must have at least one 12 volt electrical outlet at each workstation.
- 3.4.2.9.** Counter area opposite the entry door shall have four 120 volt electrical outlets and one 12 volt electrical outlet as well.
- 3.4.3. Interior Furniture and Finishing (See Attachments A-E)**
- 3.4.3.1.** All interior walls should be covered with a white FRP (Fiberglass Reinforced Plastic) or similar type of white sheeting.
- 3.4.3.2.** All side windows except windows in the entry door should not be visible from inside the working area of the Breath Alcohol Testing Vehicle.
- 3.4.3.3.** All windows behind the driver cabin area shall be tinted dark enough to prevent seeing through them from outside the bus. Tint should be less than 5%.
- 3.4.3.4.** All side windows behind the driver cabin area shall be sealed shut.

- 3.4.3.5 Flooring should be free of tears and in good condition. Floor should also be smooth enough for a chair on rollers to roll with little resistance.
- 3.4.3.6 Interior should include a master power switch for the power inverter located at a convenient location near a main power switch for the rear work area/exterior lighting. This switch should not include regular external lighting such as tail lamps, marker lights, turn signals, et cetera.
- 3.4.3.7 Interior shall include a minimum of one floor to ceiling tall storage cabinet. Cabinet shall be at least 1.5 feet wide. 2 feet wide is desired.
- 3.4.3.8 Interior shall include a 38 inch tall Laminate Countertop at a minimum width of 3 feet. Countertop shall include an under storage area directly across from the entry door on the opposite wall of the entryway.
- 3.4.3.9. If vehicle has in interior work space large enough to accommodate, an additional 38 inch tall laminated countertop to be utilized as a fingerprint/booking area is desired. This countertop should have lighting above and storage cabinet (s) underneath. If countertop is installed, bench type seating next to the countertop for 2-3 persons is desired.

**3.4.4. Additional Electronics**

- 3.4.4.1. Two telescoping external Havis flood lights (supplied by the County) shall be mounted to rear corners of the vehicle. These lights are 500 watt flood lights. Information about this light can be found at [http://www.havis.com/products/FLDLT\\_STNCO\\_500W\\_120V\\_BR\\_20F\\_CW\\_I-34926-125.html](http://www.havis.com/products/FLDLT_STNCO_500W_120V_BR_20F_CW_I-34926-125.html)
- 3.4.4.2. An optional backup camera installed with a minimum of 7 inch monitor is desired. Give optional pricing for backup camera installation.
- 3.4.4.3. A backup alarm should be installed to announce the vehicle is in reverse gear.
- 3.4.4.4. Back up sonar (collision avoidance) should be installed to notify driver by beeping tone of distance to objects.
- 3.4.4.5. The vehicle should be outfitted with a mounting rail (or plate) for up to 6 antennas. The antennas will be a combination of VHF two-way, wi-fi and global positioning systems domes. The mounting rail should provide sufficient chassis ground. Near the mounting rail/plate should be an entry point into the vehicle sufficient to pass-through ten (10) RG-58 cables. This pass-through should be weather sealed, hood design or designed such that a mastic type sealant material can be used.
- 3.4.4.6. Optional lights are desired on each side of the vehicle in a recessed mounting. These lights are Whelen pioneer PFP2 and dual panel pulse super-LED Floodlight. Give optional pricing for light installation.

**3.5. Or Equal:** Offeror shall propose acceptable model or an approved equal for any proposed equipment. Determination of equality is solely Boone County's responsibility and will be done during our evaluation of the proposal responses received.

**3.6.** The Contractor shall not commence work under this contract until they have obtained a Notice to Proceed from Boone County, nor shall the Contractor allow any subcontractor to commence work on any subcontract until such time.

**3.7.** Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

**3.8. Warranty and Guarantee:** Offeror shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract.

At a minimum, Offeror agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the county, unless otherwise specified.

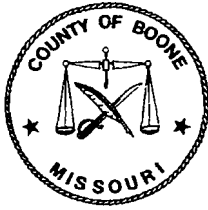
**3.9. Manuals:** The Contractor must supply the user documentation/operating manuals necessary to operate the equipment.

**3.10. Electrical Requirements:** The County expects all equipment furnished under the terms of a purchase agreement to operate on standard current. Offerors may make an appointment with the Sheriffs department prior to a list of specified equipment that will be used in the above vehicle.

**3.11. Delivery and Installation:** Firm delivery and training (if required) schedules are essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal the number of days in which delivery and training will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery and training schedule shall be stated on the Response Page. Delivery date should be within sixty days from date of purchase order unless stated otherwise. Note: Contractor shall not ship or install equipment without a properly executed purchase order.

**3.12. Delivery Terms:** FOB Destination with delivery to designated parking lot. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.

**3.13. Billing and Payment:** All invoices must be submitted to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days after receipt of a correct and valid invoice following delivery and acceptance of equipment. Purchase Order number should appear on invoice.



#### **4.0. CONTRACT TERMS AND CONDITIONS FOR AWARDED CONTRACTOR**

**4.1. Contract Period:** The initial term of the resulting contract agreement for the proposed **equipment** from this Request for Proposal will begin at the time of contract award and end on the date supplied by the Offeror for firm delivery. (on Response/Pricing Page).

**4.2. Contract Documents:** The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

**4.3. Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

**4.3.1.** Due to a material breach of any term or condition of this agreement.

**4.3.2.** If in the opinion of Boone County, delivery of products / services are delayed or products / services delivered are not in conformity with the contract documents.

**4.3.3.** If appropriations are not made available and budgeted for in any calendar year.

**4.3.4.** Boone County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor **MUST** notify the County.

**4.4.** In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

**4.5.** The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

**4.6.** Award will be made by written notification from the Purchasing Department. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.

**4.7.** Contractor agrees to furnish equipment and service, and to perform the delivery of equipment and service within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

**4.8.** Contractor agrees to comply with all federal, state and local requirements, laws, rules and ordinances governing the particular service and equipment purchase required for the performance of the contract.

**4.9.** Contractor proposes and agrees to accept, as full compensation for furnished service, the price submitted in response to the RFP document or subsequent Best and Final Offer(s). All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within the quoted price. The County shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

**4.10.** Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.

**4.11.** Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.

**4.12.** The Contractor must provide any additional equipment or installation necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.

**4.13.** Attached Standard Terms and Conditions for Contracts shall apply to the contract award.



## 5. PROPOSAL SUBMISSION INFORMATION

### 5.1. RESPONSE TO PROPOSAL

#### 5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, the Offeror should include the **original and four (4) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department  
Attn: Tyson Boldan, Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **10:30 a.m. on May 31, 2012**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described below and in section 5.1.4.

a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

5.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their

behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**5.1.2. Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

**5.1.3. Evaluation and Award Process:**

5.1.3.1. Boone County will select an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. **Method of Performance:** available features; ease of use; warranty offered; suitability of purpose; quality; maintenance service proposed; timeliness of delivery, company's location in relevance to Boone

County, and training if applicable; or any other criteria identified by County.

**b. Experience/Expertise:**

**c. Cost:** equipment will be evaluated based on life cycle costs (such as energy consumption); maintenance costs; actual costs for equipment and training cost.

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

5.1.3.3. **Demonstration of Equipment:** At the option of the County, any Offeror may be required to furnish a demonstration or trial run of equal or similar equipment proposed to determine quality of product, ease of use, dependability of the equipment, and compliance with the specifications. If required, the County may test the equipment for a maximum of two weeks.

**5.1.4. Evaluation:**

5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

5.1.4.2. The Offeror should provide the following information related to previous and current contracts of the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the reference form attached to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- b. Dates and locations of the service/contract; and
- c. A brief, written description of the specific equipment to be delivered and prior services performed and requirements thereof.

5.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.



- 5.1.4.4. Offeror must state if they are an authorized service representative for equipment proposed. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in providing service (if applicable). List shall include number of certified technicians.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question may possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

#### **5.1.5. Rejection / Withdrawal of Proposals Response:**

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

#### **5.1.6. Validity of Proposal Response:**

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Pricing** – The County is providing this Response Form for pricing to be detailed. If this Response Form doesn't capture all costs, Offeror shall attach a listing of all costs. Costs shall include cost of equipment, add-on features cost, training cost, labor, warranty and any other costs to this page and place. Fee proposal shall include full itemized pricing information. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal. **It is desired that the vendor supplies an itemized cost listing for each individual item/installation/service for sections 3.1. – 3.4.4.6.**

6.1. **Pricing** Unit Price  
  
Breath Alcohol testing Vehicle as specified \$ \_\_\_\_\_

6.1.2. Make, Model and Mileage of Vehicle to be provided:  
\_\_\_\_\_

6.1.3. FOB Delivery \$ \_\_\_\_\_  
6.1.4. Cost: Finished Black Exterior Paint Job As Per Section 3.4.1.10. \$ \_\_\_\_\_  
6.1.5. Optional Back-Up Camera and Monitor As Per Section 3.4.4.2. \$ \_\_\_\_\_  
6.1.6. Optional Recessed Light Mounting As Per Section 3.4.4.6. \$ \_\_\_\_\_

6.1.7. Describe warranty on equipment and labor:

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6.1.8. List any deviations to the original specifications:

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6.1.9. Equipment shall be delivered \_\_\_\_\_ days after receipt of Purchase Order and Notice to Proceed.

6.1.10. Training shall be provided to Boone County staff within \_\_\_\_\_ days of installation.

6.1.11. State date that pricing is firm through for the equipment proposed in your proposal response: \_\_\_\_\_.

6.1.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes \_\_\_\_\_ No

6.1.13. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:**

**Organization:**

**Address:**

**E-mail:**

**Phone Number:**

**Fax:**

**Identification of Bidders:** How were you notified or heard about this bid/RFP? \_\_\_\_\_  
Newspaper advertisement \_\_\_\_\_  
Boone County Electronic Bid Notification \_\_\_\_\_  
Other, please list: \_\_\_\_\_

**(Please complete and return with Proposal Response)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date

## CONTRACT STANDARD TERMS AND CONDITIONS

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

# STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

1. Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.

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2. Contracts on hand: (Complete the following schedule)

Percent Item Completed	Purchaser	Amount of Contract
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3. General type of product sold and manufactured:

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4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: \_\_\_\_\_

(b) Description of defaulted contracts and reason therefore:

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5. List banking references:

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6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes \_\_\_\_\_

No \_\_\_\_\_

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of person signing)



**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

**"No Bid" Response Form**

Tyson Boldan, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**"NO BID RESPONSE FORM"**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO  
SUBMIT A PROPOSAL RESPONSE**

If you do not wish to respond to this RFP request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

**RFP: 33-31MAY12 – Breath Alcohol Testing Vehicle**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

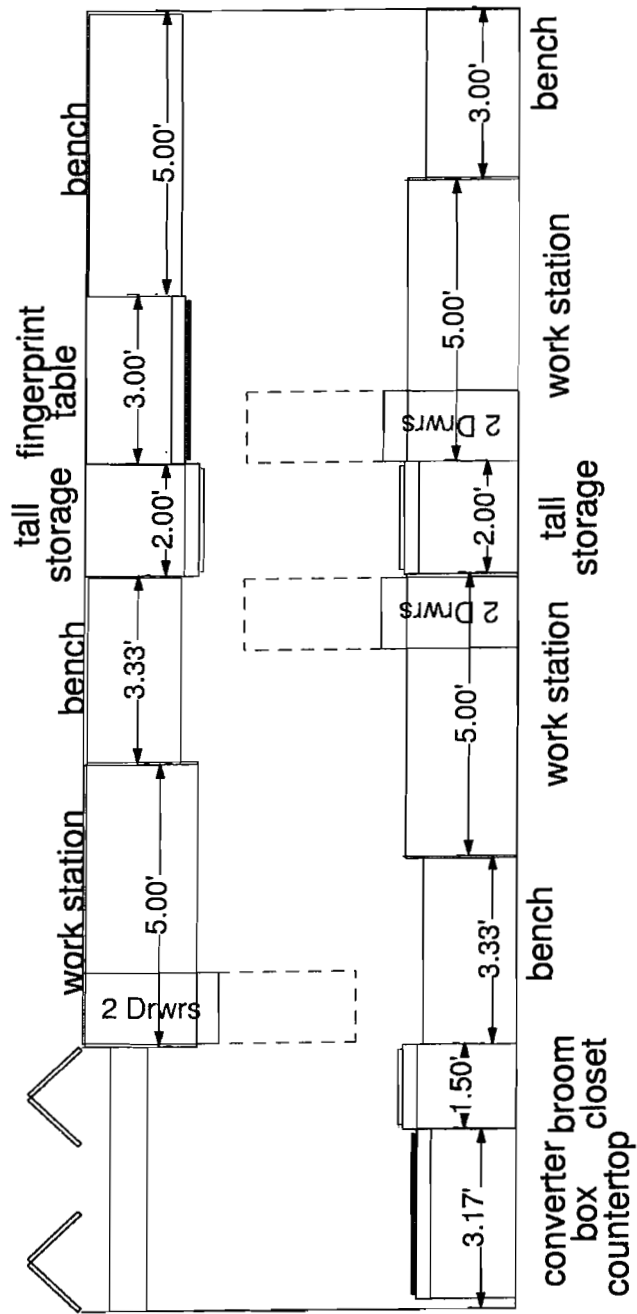
Contact: \_\_\_\_\_

Date: \_\_\_\_\_

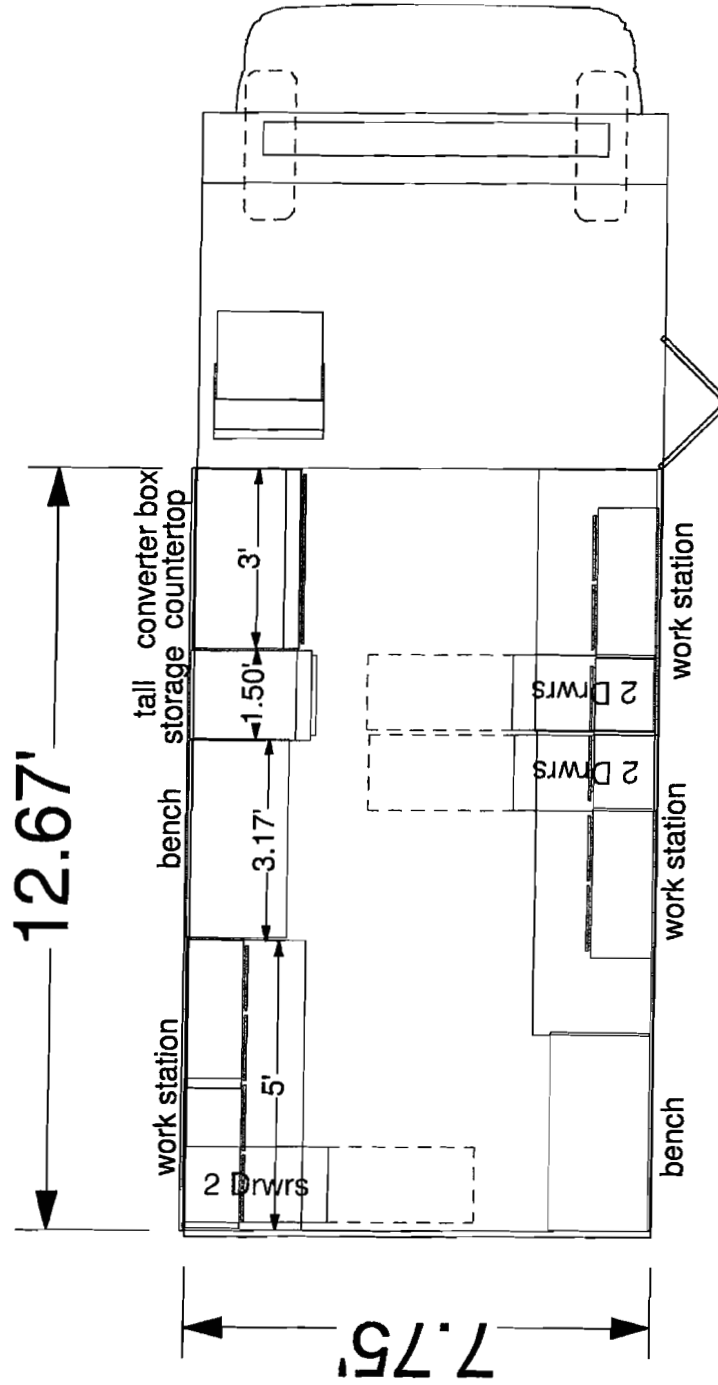
Reason(s) for Not Submitting Proposal Response :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

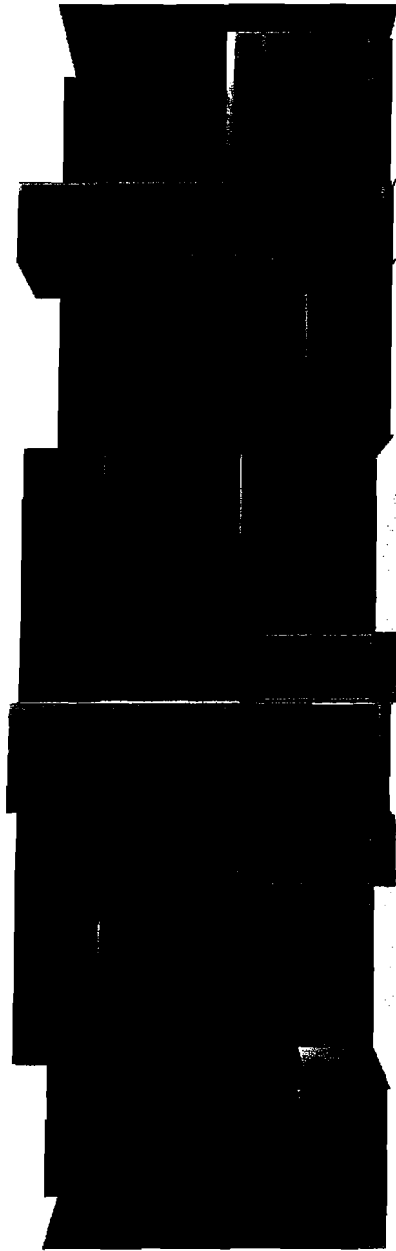
ATTACHMENT A



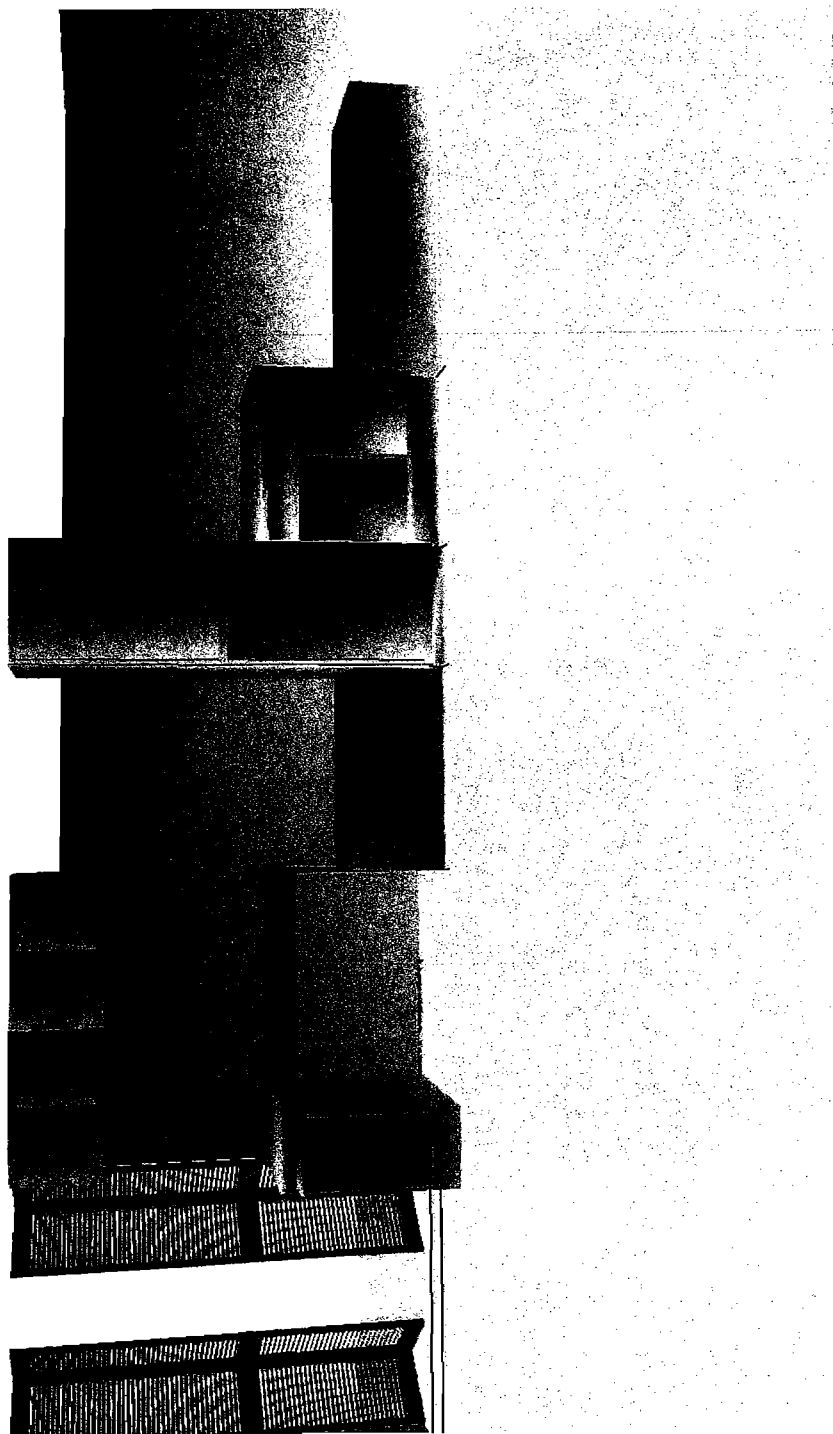
Attachment B



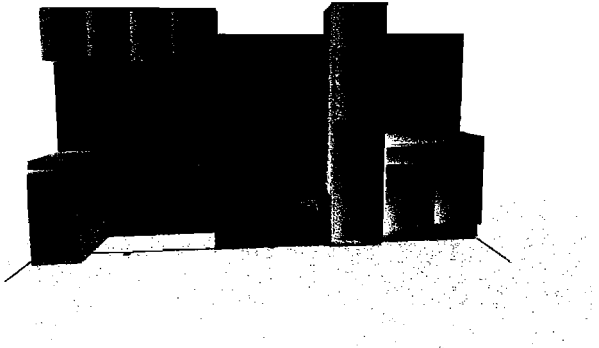
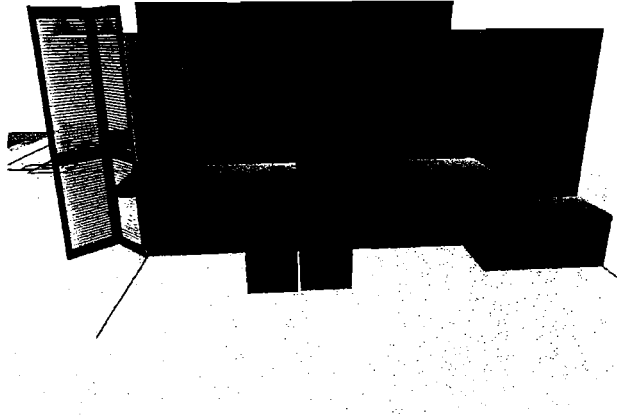
Attachment C



Attachment D



Attachment E



Federal Grant Requirements



CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/ CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. **RELATIONSHIP:** The relationship of the Grantee/Contractor to the Missouri Highways and Transportation Commission (MHTC or Commission) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.

II. **EQUIPMENT**

- A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:
1. Equipment with a cost of \$3,000.00 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
  2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
  3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
  4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
  5. If for some reason the low bid is not acceptable, the grantee must have written approval from the MHTC prior to the purchase of other than the low bid.
  6. Grantees will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.
- B. **DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.
- C. **REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

III. **FISCAL RESPONSIBILITY**

- A. **MAINTENANCE OF RECORDS:** The Grantee/Contractor agrees that Missouri Department of Transportation (MoDOT) Traffic and Highway Safety Division (THSD), the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee/Contractor pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.
- B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee/Contractor for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee/Contractor, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. Vouchers should be received by the MHTC within five (5) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.

C. **OMB AUDIT:** If the Grantee expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Grantee expend(s) less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

IV. **TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee/Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

V. **STATUTORY REQUIREMENTS**

- A. **COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:
1. *Peace Officer Standards and Training (P.O.S.T.)* Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
  2. *Statewide Traffic Accident Records System (STARS)* 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
  3. *Nondiscrimination-CFR Chapter 50-Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)*
  4. *Uniform Crime Reporting* RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS
  5. *Racial Profiling* RSMo 590.650—Law enforcement agency to file a report to the Attorney General each calendar year
  6. *Hatch Act-5* United States Code Sections 1501-1508—Employees who are paid in whole or in part with federal funds are prohibited from participating in certain partisan political activities including, but not limited to, being candidates for elective office
- B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:
1. *Model Traffic Ordinance*-Chapter 300.00 RSMo-Rules governing traffic administration and regulation
  2. *Child Restraints*-307.179 RSMo-Passenger restraint system required for children under four (Primary Offense)
  3. *Seat Belts*-307.178 RSMo-Seat belts required for passenger cars.
  4. *Open Container*-A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.
- C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

CONTRACT CONDITIONS - PAGE 3

**VI. PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval, prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as deemed appropriate.

**VII. INDEMNIFICATION:**

A. To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

B. The Grantee will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

**VIII. AMENDMENTS:** The Budget Proposal within this Agreement may be revised by the Grantee and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal Grantee shall submit a written request to MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.

**IX. COMMISSION (MHTC) REPRESENTATIVE:** The MoDOT Highway Safety Director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

**X. ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

**XI. LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

**XII. VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

**XIII. SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**XIV. SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.

**XV. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006:** The (City/County/Grantee) shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

The MHTC (contractor) hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the MoDOT, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, NHTSA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the MoDOT, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CONTRACT CONDITIONS - PAGE 4

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

**NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**TRAINING CONTRACTS**

Agencies offering the MHTC-funded courses are to adhere to the following standard elements required for training contracts.

- 1) A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The scheduled should include: Title of Course; Date(s); Time; Exact Location; and Agenda or Syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- 2) Evaluation will be a 2-step process to include:
  - i) Student Evaluation of the training
    - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of training received, instructor's presentation, training facility/location, and worth of the training.
    - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
  - ii) Instructor evaluation of the students' comprehension and understanding of the material presented.
- 3) The grantee must provide a sign-up sheet for every class-a typed list of everyone who registered is not acceptable. The sign-up sheet must capture the following information:
  - Title of the Class
  - Date(s) and Location of Class
  - Name of Attendees
  - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) Copies of the Student Evaluations, Instructor Evaluations, Number of Students Enrolled/Number of Students Attending, and Participant Sign-up Sheets must be submitted to MHTC not later than 30 days after the training has been conducted.

**FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**

**PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

**PROJECT ACTIVITIES**

- Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

- High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three contacts per hour when conducting an enforcement project.
- Agency will report monthly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket Campaign, Impaired Driving Crackdown, Youth Seat Belt Enforcement Campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: [www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).

**PARTNERSHIPS**

Agency is strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City must participate in Operation Impact.

**ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. Overtime reimbursement rates:

- Patrol-to be calculated at 1.5 times the officer's actual rate of pay;
- Supervisors-to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)
- Officers working more than 8 hours of overtime in one day require approval from MHTC.

Agencies funded may also utilize funds for any corridor enforcement project, Operation Impact, work zone enforcement, Click It or Ticket Campaign, Impaired Driving Crackdown, or any other national or state mobilization efforts in conjunction with or at the direction of the Traffic and Highway Safety Division. Exceptions may be made with prior written permission of the MHTC.

**DRUNK DRIVING ENFORCEMENT PROJECTS**

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also be filed in state court for enhancement purposes. All officers working alcohol enforcement details funded by this grant program must have 24 hours of SFST training.

**SOBRIETY CHECKPOINTS**

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest.

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.

CONTRACT CONDITIONS - PAGE 5

- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes and/or electronic recordings shall be used as evidence in court proceedings.

FUNDING ORIGIN AND AUDIT INFORMATION

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
410	20.601	Alcohol-Impaired Driving Prevention Programs
154	20.607	Alcohol Open Container Requirements
408	20.610	State Traffic Safety Information System Improvement Grant
1906	20.611	Grant Program to Prohibit Racial Profiling
2010	20.612	Motorcyclist Safety Grant
2011	20.613	Child Safety and Child Booster Seats Incentive Grant

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to increase revenue for contributions to the K9 program:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2570	37210	Sheriff K9 operation	Training/Schools		6,500.00
2570	03880	Sheriff K9 operation	Contributions		8,292.00

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET AMENDMENT

## BOONE COUNTY, MISSOURI

06-25-12

**EFFECTIVE DATE**

**FOR AUDITORS USE**

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Decrease	Increase	
2	5	7	0	3	7	2	1	0	Sheriff K9 operation	Training/Schools		650000
2	5	7	0	0	3	8	8	0	Sheriff K9 operation	Contributions		8292.00

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): Increase revenue for contributions, increase expenditure account for same.



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: \$8,500 of Contract previously approved with Budget Amendments 12-27 + 12-28.

  
Auditor's Office

  
PRESIDING 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.

DEFD8791



# THE Callaway Bank

056019

80-189/815  
01

REMITTER Boone County Sheriffs Contribution

DATE June 22nd 2012

PAY TO THE ORDER OF \*\*Boone County\*\*

\$\*\*6500.00\*\*

*The* CALLAWAY BANK 6500 DOLS 00 CTS

DOLLARS

## OFFICIAL CHECK

*[Signature]*  
AUTHORIZED SIGNATURE

TWO SIGNATURES REQUIRED OVER \$20,000

⑈056019⑈ ⑆086506696⑆ ⑈305650⑈

	◇
6,500.00	+
1,792.27	+
8,292.27	*

BOONE COUNTY SHERIFF'S DEPARTMENT

DEPOSIT FORM

CITIZEN CONTRIBUTIONS

DATE: 6-25-12 BY: lq

Account Numbers:

Neighborhood Watch 2520-03880 \$ \_\_\_\_\_

Check Number and Amount

BOONE CO SHERIFFS CONTRIBUTION 80-169/815 1005  
 2121 E COUNTY DR  
 COLUMBIA MO 65202

6-25-12 DATE

PAY TO THE ORDER OF: Boone County \$1,792.<sup>27</sup>/<sub>100</sub>

One thousand seven hundred ninety two <sup>27</sup>/<sub>100</sub> DOLLARS

The Callaway Bank  
 Fulton, Missouri

FOR: Close K9 acct Dwayne Carey MP

⑆08⑆50⑆696⑆ ⑆469407⑆1005

Community Programs	2525-03880	\$ _____
K9	2570-3880	\$1,792.27
Currency (change)		\$ _____
Cash (bills)		\$ _____
Checks		\$ <u>\$1,792.27</u>
<b>TOTAL CASH &amp; CHECKS</b>		<b>\$ <u>\$1,792.27</u></b>



SHALLOW CREEK KENNELS INC.  
CONTRACT FOR SERVICES

And now this 19 day of June, 2012, this agreement is entered into between Shallow Creek Kennels, (hereinafter referred to as "Contractor" of and Boone County Sheriff's Department, hereinafter referred to as "Department" and in consideration thereof agree as follows:

ARTICLE I

This agreement will become effective on the date of execution of same and will remain in full force and effect for a period of six weeks which is agreed to be six weeks from the commencement of training, or unless earlier terminated as provided in Article IV of this agreement. Training shall commence no later than July 16th, 2012 and is estimated to conclude on or before October 5th, 2012.

These dates reflect the Trainers Course that is 12 weeks Duration

ARTICLE II

The contractor will perform the services specified in the description of services attached to this agreement and incorporated herein by reference. The Contractor shall provide the pre-training of One (1) canines supplied by the Contractor and the training of One (1) handler chosen by the Department. It is specifically agreed that the Contractor shall have sole and exclusive discretion to determine the methods, details and means of performing the services more fully described in Article IV.

ARTICLE III

In consideration for the services to be performed by the Contractor, the Department agrees to pay the Contractor the sum of \$15,000.00, said to be paid as follows: \$12,000.00, at the time of the execution of the agreement and \$3,000.00, to be paid at the conclusion of the training session. In the event that the Department desires to terminate the Agreement prior to the conclusion of the six week training session, the Department shall forfeit any and all sums of money paid to the Contractor.

ARTICLE IV

The Contractor agrees to devote his time, expertise and effort to the performance of his services to the Department as contracted to under the terms of the Agreement; however, it is specifically understood by the parties that the Contractor may at his discretion engage in and provide other services for additional clients, departments and individuals who may not be a party to this Agreement during the length of this Agreement.

The contractor will supply all of the food and board for the canines who are participating in pre-training under the terms of this Agreement. Further, the Contractor will supply all tools and instruments required to perform the services as contracted to under the terms of the Agreement.

Only to the extent authorized by Missouri law, the Department shall indemnify and hold the Contractor harmless from any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusion of the training sessions. The Department assumes sole and complete responsibility and liability for any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusions of the training sessions. Nothing herein, however, shall constitute a waiver of sovereign immunity as determined by Missouri law.

It is specifically understood and agreed that the Contractor will not be providing worker's compensation insurance to the handler's who may be participating in the training sessions. It is specifically understood and agreed upon by the parties that the Department shall at all times maintain a liability insurance policy on behalf of their canines. The Department further agrees to hold the Contractor harmless from any and all claims which may arise from any act or omission of the Department's canines or handlers.

The Contractor will not be liable to the Department or any other individuals who may claim any right due to a relationship with the Department for any act or omission in the performance of the services contracted for under the terms of this Agreement. The Department shall indemnify the Contractor free and harmless from any obligations, cost, claims, judgments, attorney fees and attachment arising from, growing out of or in any ways connected with the services rendered to the Department under this Agreement.

Neither this Agreement nor any of the duties or obligations provided for under the terms of the same may be assigned by the Contractor without the prior written consent of the Department.

ARTICLE V

Contractor agrees to train the respective canines possessing the proper drives and characteristics, in the following areas: tracking, area search, article search, building search, criminal apprehension, obedience work and narcotics detection with respect to marijuana, cocaine, heroin

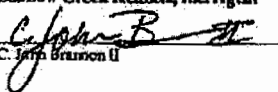
and all of their derivatives. Provided, that the canine team meets the standards and requirements of the North American Police Work Dog Association at the conclusion of the training sessions contracted for under the terms of this Agreement, the Contractor agrees to certify said canine and handler.

**ARTICLE VI**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania except as provided otherwise herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer, intending to be legally bound hereby.

**PARTIES OF THE FIRST PART:**  
**Shallow Creek Kennels, Inc. Agent**

  
C. John Brunson II

**PARTY OF THE SECOND PART:**  
**BOONE COUNTY**

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

\_\_\_\_\_  
Wendy S. Noren, County Clerk

Approved – BCSD:

\_\_\_\_\_  
Dwayne Carey, Boone County Sheriff

Approved as to legal form:

\_\_\_\_\_  
Charles J. Dykhouse, County Counselor

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

\_\_\_\_\_  
June E Pitchford, Auditor                      Date

Year	<u>2012</u>	Original Appropriation	
Dept	<u>2501 SD FORFEITURE-DEPT OF JUSTICE</u>	Revisions	<u>6,764.00</u>
Acct	<u>37210 TRAINING/SCHOOLS</u>	Original + Revisions	<u>6,764.00</u>
Fund	<u>250 SHERIFF FORFEITURE FUND</u>	Expenditures	
		Encumbrances	
Class/Account	<u>A ACCOUNT</u>	Actual To Date	
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>6,764.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>6,764.00</u>

Transaction Code	Effective Date	Description	Process Date	Orig Document	Amount
24	4/25/2012	HANDLER/DOG TRAINING	2012	27	5,264.00-
24	4/25/2012	HANDLER/DOG TRAINING COURSE	2012	28	1,500.00-

Bottom

F2=Key Scr    F3=Exit    F6=Period Breakdowns    F7=Transactions    F8=View Document

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 ◊  
 6,764.00 +  
 1,736.00 +  
 6,500.00 +  
 15,000.00 \*

Year	<u>2012</u>	Original Appropriation	
Dept	<u>2502 SD FORFEITURE-DEPT OF TREASURY</u>	Revisions	<u>1,736.00</u>
Acct	<u>37210 TRAINING/SCHOOLS</u>	Original + Revisions	<u>1,736.00</u>
Fund	<u>250 SHERIFF FORFEITURE FUND</u>	Expenditures	
		Encumbrances	
Class/Account	<u>A ACCOUNT</u>	Actual To Date	
Account Type	<u>E EXPENSE</u>	Remaining Balance	<u>1,736.00</u>
Normal Balance	<u>D DEBIT</u>	Shadow Balance	<u>1,736.00</u>

Transaction Code	Effective Date	Process Date	Amount
Code	Effective	Description	Orig Document
24	4/25/2012	HANDLER/DOG TRAINING COURSE	2012 28
			1,736.00-

Bottom

F2=Key Scr    F3=Exit    F6=Period Breakdowns    F7=Transactions    F8=View Document

## Fund Statement - Sheriff K9 Operations Fund 257 (Nonmajor)

	2010 Actual	2011 Budget	2011 Projected	2012 Budget
<b>REVENUES:</b>				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	-	-	-	-
Hospital Lease	-	-	-	-
Other	-	-	-	8,292
<b>Total Revenues</b>	-	-	-	8,292
<b>EXPENDITURES:</b>				
Personal Services	-	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	6,500
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	-	-	-
Contractual Services	-	-	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	-	-	-	-
<b>Total Expenditures</b>	-	-	-	6,500
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	-	-	-	1,792
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	-	-	-	-
<b>REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)</b>	-	-	-	1,792
<b>FUND BALANCE (GAAP), beginning of year</b>	-	-	-	-
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
<b>FUND BALANCE (GAAP), end of year</b>	\$ -	\$ -	\$ -	\$ 1,792
<b>FUND BALANCE RESERVES AND DESIGNATIONS, end of year</b>				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	-
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
<b>Total Fund Balance Reserves and Designations, end of year</b>	-	-	-	-
<b>FUND BALANCE, end of year</b>	-	-	-	1,792
<b>FUND BALANCE RESERVES/DESIGNATIONS, end of year</b>	-	-	-	-
<b>UNRESERVED/UNDESIGNATED FUND BALANCE, end of year</b>	\$ -	\$ -	\$ -	\$ 1,792

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the BAT Van project:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1251	3451	Sheriff	State Reimb-Grant/Program/Othr	30,000.00	
1251	3835	Sheriff	Sale of County Fixed Asset	2,000.00	
1251	60250	Sheriff	Equip. Installation Charges	12,000.00	
1251	92300	Sheriff	Replacement Mach. & Equip.	20,000.00	
1251	3411	Sheriff	Federal Grant Reimbursement		40,000.00
1251	3835	Sheriff	Sale of County Fixed Asset		2,657.00
1251	23850	Sheriff	Minor Equipment & Tools		2,266.00
1251	60250	Sheriff	Equip. Installation Charges		2,933.00
1251	91301	Sheriff	Computer Hardware		367.00
1251	92400	Sheriff	Replacement Auto/Trucks		37,092.00

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller  
 Karen M. Miller

District I Commissioner

Skip Elkin  
 Skip Elkin

District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

6/25/12

**EFFECTIVE DATE**

**FOR AUDITORS USE**

(Use whole \$ amounts)  
Transfer From      Transfer To  
Decrease            Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
<b>REMOVAL OF ORIGINAL BAT VAN BUDGET</b>					
1251	3451	Sheriff	State Reimb-Grant/Program/Othr	30,000	
1251	3835	Sheriff	Sale of County Fixed Asset	2,000	
1251	60250	Sheriff	Equip. Installation Charges	12,000	
1251	92300	Sheriff	Replacement Mach. & Equip.	20,000	
<b>ADDITION OF NEW BAT VAN BUDGET</b>					
1251	3411	Sheriff	Federal Grant Reimbursement		40,000
1251	3835	Sheriff	Sale of County Fixed Asset		2,657
1251	23850	Sheriff	Minor Equipment & Tools		2,266
1251	60250	Sheriff	Equip. Installation Charges		2,933
1251	91301	Sheriff	Computer Hardware		367
1251	92400	Sheriff	Replacement Auto/Trucks		37,092
				<b>64,000</b>	<b>85,315</b>

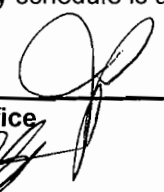
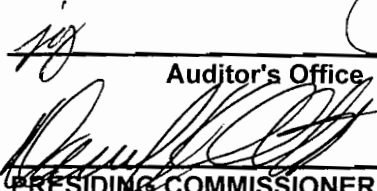
Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

The MO Dept. of Transportation originally awarded us \$30,000 for the replacement BAT Van project which was budgeted in 2011 and rolled to 2012. The project was unable to be completed in 2011. MODOT has agreed to reimburse us an additional \$10,000 for the project for a total of \$40,000. This amendment will remove the original amendment for the BAT Van and rebudget for the revenue and expenses related to 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  
  
 PRESIDING 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

**New BAT Van expenditures - 2012**

Grant from MoDOT:

\$40,000.00

Credit for Freedom light bar trade in at PSL

\$600.00

*- show net of expense*

Old BAT Van sale:

\$2,657.00

Total project funds available:

\$43,257.00

*42,657*

**Budgeted      Actual      Difference      Account**

**Mid America Coach**

BAT Van, back up camera & scene light install

\$37,092.00    \$37,092.00    \$0.00    92400

**Professional Sound & Lighting - old van**

Removal of light bar    \$78.65    \$78.65    60250

Removal of Whelen Cen Comm siren control & speaker    \$96.80    \$96.80    60250

Removal of flashback flasher    \$39.33    \$39.33    60250

Removal of 2 Whelen telescopic scene lights    \$157.30    \$157.30    60250

Removal of mobile printer mount    \$39.33    \$39.33    60250

Removal of mobile data terminal docking station    \$78.65    \$78.65    60250

Removal of Charge Guard (equipment power tamer)    \$78.65    \$78.65    60250

Removal of inverter and wiring    \$78.65    \$78.65    60250

Removal of Antennas: L-3, Modem & Radio    \$78.65    \$78.65    60250

Removal of Deltran Battery Tamer    \$78.65    \$78.65    60250

Removal of Deep Cycle batteries    \$78.65    \$78.65    60250

Removal of Heavy in-line fuse and heavy wiring    \$78.65    \$78.65    60250

Removal of remote head two-way radio    \$42.35    \$42.35    60250

Removal of L-3 camera system and components    \$36.30    \$36.30    60250

Credit for trade in of Freedom light bar    see above    n/a    n/a

*-600*

*3835  
60250*

**Professional Sound & Lighting - new van**

Installation of three (3) L-3 camera systems    \$399.30    \$399.30    60250

Installation of four (4) Kenwood radios    \$566.28    \$566.28    60250

Installation of L-3 antennas    \$108.90    \$108.90    60250

Installation of radio antennas    \$145.20    \$145.20    60250

Installation of modem antenna    \$36.30    \$36.30    60250

Installation of modem    \$78.65    \$78.65    60250

Installation of printer    \$78.65    \$78.65    60250

Installation of Charge Guard    \$78.65    \$78.65    60250

Installation of new stripes and decals    \$1,000.00    \$1,000.00    60250

**Santa Fe Distributing**

Antennas, mounts, cable & fittings (includes S&H)    \$460.00    \$460.00    23850

**Local auto parts store & Public Works**

Trailer hitch and wiring (local or www) + S&H    \$301.85    \$301.85    23850

Hitch & wiring installation (Public Works)    \$60.00    \$60.00    23850

**911 Custom**

Whelen scene flood lights    \$478.80    \$478.80    23850

**Tessco**

L-3 stud mount antennas (x3)    \$248.14    \$248.14    23850

**World Wide Technology**

Networking mobile printer    \$246.48    \$246.48    91301

Linksys router    \$94.39    \$94.39    91301

Linksys 8-port switch    \$25.69    \$25.69    91301



Contingency

\$717.11

\$717.11

23850

Total: ~~\$43,257.00~~ ~~\$37,092.00~~  
42,657 36,492

Grant funds remaining: \$6,165.00

Account  
23850

460.00 +  
301.85 +  
60.00 +  
478.80 +  
248.17 +  
717.11 +  
2,265.93 \*

Account  
60250

399.30 +  
566.28 +  
108.90 +  
145.20 +  
36.30 +  
78.65 +  
78.65 +  
78.65 +  
1,000.00 +  
78.65 +  
96.80 +  
39.33 +  
157.30 +  
39.33 +  
78.65 +  
78.65 +  
78.65 +  
78.65 +  
78.65 +  
78.65 +  
78.65 +  
42.35 +  
36.30 +  
3,532.54 \*

3,532.540 +

Credit for  
Lightbar 2,932.540 \*  
class 6 Total



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Popular at KBB.com

10 Cars Waving Goodbye in 2012

why ads?

Home > Car Values > Ford > Econoline E250 Cargo > 1994 > Style > Options > Extended Van

Ford  Econoline E250 Car  1994  go

# Your Blue Book® Value

Show Used Car Prices | Price Your Next Car



## 1994 Ford Econoline E250 Cargo

Style:

[edit options](#) | [change style](#)

Mileage:  [change](#) [this car](#)

### Trade-In Value

when trading in at a dealership

### Private Party Value

when selling the car yourself

[Print Report](#)

Excellent  
**\$3,307**

[Shop for your next car](#) [price a new car](#)

Very Good  
**\$3,207**

[Instant Trade-In Offer](#) [get the offer](#)

Good  
**\$3,157**

[Get alerts when values change](#) [follow this car](#)

Fair  
**\$2,657**

[Verify Condition](#)

VALUES FOR JUN 8 2012 - JUN 14 2012 (updated weekly)

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### Check Specs

Know your car inside and out.

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Use our Tips & Tools.

## Search Cars for Sale near Columbia

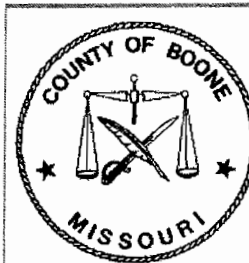
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## Get a Used Car Report

Get the Information You Need on This 1994 Ford Before You Buy

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[view](#)



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2012 Chevrolet Express 1500 Cargo

[view](#)

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

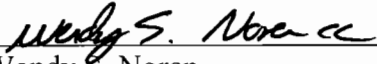
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to retain highly skilled professional staff members who are considering other employment:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1170	71101	IT	Professional Svcs	3,330.00	
1170	10100	IT	Salaries & Wages		3,078.00
1170	10200	IT	FICA		235.00
1170	10325	IT	Disability Insurance		9.00
1170	10400	IT	Worker's Comp		7.00
1123	86800	Emergency & Contingency	Emergency	3,724.00	
1176	10100	GIS - County	Salaries & Wages		3,442.00
1176	10200	GIS - County	FICA		263.00
1176	10325	GIS - County	Disability Insurance		10.00
1176	10400	GIS - County	Worker's Comp		8.00

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

RECEIVED

06-28-12

EFFECTIVE DATE

JUN 27 2012

FOR AUDITORS USE

Department				Account				BOONE COUNTY AUDITOR Department Name      Account Name		(Use whole \$ amounts)		
										Transfer From	Transfer To	
								Decrease	Increase			
1	1	7	0	7	1	1	0	1	IT	Professional Svcs	\$3,330.00	
1	1	7	0	1	0	1	0	0	IT	Salaries & Wages		\$3,078.00
1	1	7	0	1	0	2	0	0	IT	FICA		\$235.00
1	1	7	0	1	0	3	2	5	IT	Disability Insurance		\$9.00
1	1	7	0	1	0	4	0	0	IT	Worker's Comp		\$7.00
1	1	2	3	8	6	8	0	0	Emergency & Contingency	Emergency	\$3,724.00	
1	1	7	6	1	0	1	0	0	GIS - County	Salaries & Wages		\$3,442.00
1	1	7	6	1	0	2	0	0	GIS - County	FICA		\$263.00
1	1	7	6	1	0	3	2	5	GIS - County	Disability Insurance		\$10.00
1	1	7	6	1	0	4	0	0	GIS - County	Worker's Comp		\$8.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **To retain highly skilled professional staff members who are considering other employment.** *Effective 6/18/2012*

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
If not, please explain (use an attachment if necessary):

  
\_\_\_\_\_  
Requesting Official

To: County Clerk's Office  
Comm Order # 339-2012  
Return to Auditor's Office  
Please do not remove staple.

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

*Agenda*

  
\_\_\_\_\_  
Auditor's Office

  
\_\_\_\_\_  
PRESIDING COMMISSIONER

  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

  
\_\_\_\_\_  
DISTRICT II COMMISSIONER

Information Technology  
 Budget Revision for 10% salary increase for Network Administrator  
 6/26/2012

**Current Budget**

Position Title	Pos #	Range	Current hourly rate	Remaining FY 2012 Budgeted Hours	FY 2012 Current Budget
Network Administrator	613	51	\$28.51	1040	\$29,650.40
<b>Variable Benefits: Rates:</b>					
FICA			0.0765		\$2,268.26
Disability			0.0029		\$85.99
Workers Comp			0.0024		\$71.16
					\$32,075.80

**Revised Budget**

Position Title	Pos #	Range	Mid-pt plus merit	Remaining FY 2012 Budgeted Hours	FY 2012 Revised Budget
Network Administrator	613	51	\$31.47	1040	\$32,728.80
<b>Variable Benefits: Rates:</b>					
FICA			0.0765		\$2,503.75
Disability			0.0029		\$94.91
Workers Comp			0.0024		\$78.55
					\$35,406.02

**Budget Revision Needed**

Account Description	Account Number	Budget Increase Needed FY 2012
Salaries & Wages	10100	\$3,078
FICA	10200	\$235
Disability Insurance	10325	\$9
Worker's Comp	10400	\$7
	<b>Total</b>	\$3,330

**Annualized Budgetary Impact to FY 2013 and Beyond**

Account Description	Account Number	Annualized Budget Increase FY 2013
Salaries & Wages	10100	\$6,157
FICA	10200	\$471
Disability Insurance	10325	\$18
Worker's Comp	10400	\$15
	<b>Total</b>	\$6,660

GIS - County  
 Budget Revision for 12% salary increase for GIS Manager  
 6/26/2012

**Current Budget**

Position Title	Pos #	Range	Current hourly rate	Remaining FY 2012 Budgeted Hours	FY 2012 Current Budget
GIS Manager	548	49	\$28.19	1040	\$29,317.60
<b>Variable Benefits:</b>	<b>Rates:</b>				
FICA					\$2,242.80
Disability					\$85.02
Workers Comp					\$70.36
					\$31,715.78

**Revised Budget**

Position Title	Pos #	Range	Mid-pt plus merit	Remaining FY 2012 Budgeted Hours	FY 2012 Revised Budget
GIS Manager	548	49	\$31.50	1040	\$32,760.00
<b>Variable Benefits:</b>	<b>Rates:</b>				
FICA					\$2,506.14
Disability					\$95.00
Workers Comp					\$78.62
					\$35,439.77

**Budget Revision Needed**

Account Description	Account Number	Budget Increase Needed FY 2012
Salaries & Wages	10100	\$3,442
FICA	10200	\$263
Disability Insurance	10325	\$10
Worker's Comp	10400	\$8
<b>Total</b>		\$3,724

**Annualized Budgetary Impact to FY 2013 and Beyond**

Account Description	Account Number	Annualized Budget Increase FY 2013
Salaries & Wages	10100	\$6,885
FICA	10200	\$527
Disability Insurance	10325	\$20
Worker's Comp	10400	\$17
<b>Total</b>		\$7,448



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the unexpected replacement of a sign maintenance truck:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	26302	Public Works – Maint	Road Salt	59,500.00	
2040	92400	Public Works – Maint	Repl Auto Trucks		59,500.00

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner





\* Note: Quoting truck that is already built, subject to previous sale. A new order would take about 20 weeks. Window sticker included, has extra equipment.

County of Boone

Purchasing Department

4. Response Form

- 4.1. Company Name: Midway Ford Truck Center
- 4.2. Address: 7601 N.E. 38th St
- 4.3. City/Zip: Kansas City, MO, 64161
- 4.4. Phone Number: 816-455-3000
- 4.5. E-mail: jvestal@midwaytrucks.com
- 4.6. Fax Number: 816-454-3796
- 4.7. Federal Tax ID: 480-67-4662
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.8. PRICING

Unit Price

4.8.1.	2012 or newer 19,000 GVRW 4 WD Cab-Chassis and 84" CA.	\$ 43,472.
4.8.2.	List brand / model: <u>Ford F550</u>	
4.8.3.	Warranty: provide documentation and any additional offered with price structure <u>3yr or 36,000 mile bumper-bumper / 5yr or 60,000 powertrain / 5yr or 100,000 mile diesel motor. Ford Factory Warranty</u>	
4.8.4.	List any deviations from minimum specifications under section 2.2: <u>Attached Window Sticker</u>	
4.8.5.	Exterior Color: <u>Vermillion Red</u> Interior Color: <u>Steel Vinyl</u>	

4.8.6. List tire type and size: 225/70 R 19.5 G BSW MaxTrac

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

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

Delivery After Receipt of Order: 3 weeks

4.10.

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.



Authorized Representative (Sign By Hand):

*John Vestal*

Date: 6-14-12

Print Name and Title of Authorized Representative

sales

**4.12. Identification of Bidders/Offerors: How were you notified or heard about this bid/proposal?**

Newspaper Advertisement

Boone County Electronic Bid Notification

Other, please list: Email contacted by County



**John Vestal**  
Fleet Sales

MIDWAY FORD TRUCK CENTER, INC.  
7601 N.E. 38th Street  
Kansas City, Missouri 64161  
(816) 413-3014 Direct  
(816) 455-3000  
(800) 598-2285 Toll Free  
(816) 454-3796 Fax  
(816) 519-8820 Cell  
E-Mail: [jvestal@midwaytrucks.com](mailto:jvestal@midwaytrucks.com)

option D

# KNAPHEIDE TRUCK EQUIPMENT CENTER-JC

6603 Business 50 West  
JEFFERSON CITY, MISSOURI 65109



Phone (573-893-5200) fax: 573-893-5344

DATE 07-May-12

Prepared For:

BOONE COUNTY  
attn Greg

QTY	Stock Number	Description
1	PXT 12'5"	Knapheide PXT Series Platform, Tread plate steel Length: 12'5, Width: 94" Electro-coat prime system, Undercoated Rear flaps 1/2" x 24" x 30", Front flaps 1/2"x24"x24" Back-up alarm
1	BHR series	Non-removeable bulkhead/ non-tapered Heavy duty/ punched window  Sign rack built to bulkhead  3/8" front kick plate between long sills  Storage box between long sills of bed w/ fold down rear door
2		Tool boxes 108"L x 22"D x 22"H w/ shelf  Strobe lights, Work lights, control box w/ switches to spec  Rear hitch receiver tube, safty rings, rear steps, STT lights  Installed
	OPTION'S	Electronic brake controller  Rhino Spray on liner on all open walk area  Transfer over bolt ben Transfer over generator Transfer over walk ramp and repair Transfer JoMac crane, New PTO & pump Repair crane {C2005816 & 17 drive & brg gear}

3,575.00  
175.00  
550.00  
70.00  
335.00  
405.00  
3,255.00  
1,900.00  
13,130.00

003

	\$9,373.00	
ADD		\$175.00
ADD		\$550.00
ADD		\$70.00
ADD		\$335.00
ADD		\$405.00
ADD		\$3,255.00
????		\$1,900.00

Quoted By

Ron Lehman

Proposal is valid for a period of 30 days.

Sub Total		
FET		
Sales Tax	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>-</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Columbia Public Schools and Boone County, Missouri for a letter of credit extension. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**SECOND EXTENSION AGREEMENT**  
**\$168,383 Letter of Credit – St. Charles Road Improvements**

THIS AGREEMENT, effective July 12, 2012, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and the Columbia Public Schools, a political subdivision of the State of Missouri, herein “CPS” and Landmark Bank, herein “Landmark.”

WHEREAS, CPS is conducting a building project to construct a new high school building and associated facilities, the St. Charles Road Improvements relating to the Battle High School Project, herein “Project”; and

WHEREAS, CPS has undertaken certain necessary road improvements near the site of the Project; and

WHEREAS, Landmark has issued an Irrevocable Letter of Credit to County on behalf of CPS, dated January 13, 2011, in the amount of \$168,383.00 to secure stormwater improvements associated with the road improvements; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit; and

WHEREAS, the parties previously agreed to extend said Letter of Credit in an Extension Agreement dated August 31, 2011, approved in Commission Order 341-2011; and

WHEREAS, by the terms of that Extension Agreement, the current expiration date is September 1, 2012; and

WHEREAS, the parties wish to incorporate certain seeding maintenance requirements relating to the project into this Second Extension Agreement;

WHEREAS, the parties intend, through this Second Extension Agreement with seeding maintenance requirements, to extend the expiration date of said Letter of Credit to June 30, 2013.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Landmark Letter of Credit dated January 13, 2011, in the amount of \$168,383, along with the Extension Agreement dated August 31, 2011, approved by Boone County Commission Order 341-2011, is attached hereto and incorporated herein by reference.

2. The parties mutually agree to extend the subject Letter of Credit such that the new expiration date will be June 30, 2013.
3. In addition, the parties agree that the Letter of Credit shall secure the following maintenance requirements:
  - a. The seeded area shown on the attached Exhibit shall be maintained by CPS and/or CPS's Contractor as necessary to assure growth, such that adequate vegetative growth is in place by June 30, 2013. Before June 30, 2013, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, CPS and/or CPS's Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas CPS fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the CPS's Letter of Credit extended by this Second Extension Agreement.
4. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.



**LANDMARK BANK**

By:

\_\_\_\_\_  
Steve Tanzey, Senior Vice President

**COLUMBIA PUBLIC SCHOOLS:**

By:

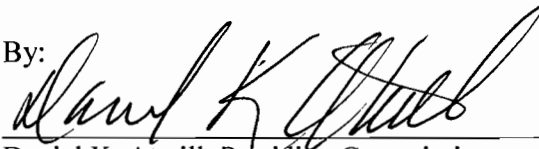
\_\_\_\_\_  
Nick Boren, Deputy Superintendent

\_\_\_\_\_  
Linda Quinley, CFO/Treasurer

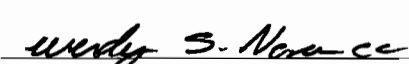
**BOONE COUNTY:**

(Commission Order: \_\_\_\_\_)

By:

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

**APPROVED BY:**

\_\_\_\_\_  
Stan Shawver, Director  
Boone County Resource Management

**Approved as to legal form:**

\_\_\_\_\_  
C.J. Dykhouse, County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 11

County of Boone } ea.

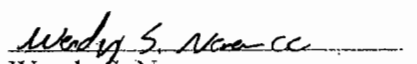
In the County Commission of said county, on the 30<sup>th</sup> day of August 20 11

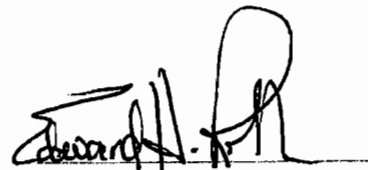
the following, among other proceedings, were had, viz:

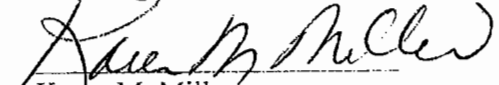
Now on this day the County Commission of the County of Boone does hereby approve the Extension Agreement between Columbia Public Schools and Boone County, Missouri, and Landmark Bank to extend the expiration date of the Letter of Credit in the amount of \$168,383.00. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 30<sup>th</sup> day of August, 2011.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Edward H. Robb  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



## EXTENSION AGREEMENT

THIS AGREEMENT, effective August 31, 2011, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and the Columbia Public Schools, a political subdivision of the State of Missouri, herein "CPS" and Landmark Bank, herein "Landmark."

WHEREAS, CPS is conducting a building project to construct a new high school building and associated facilities, the Battle High School Project, herein "Project"; and

WHEREAS, CPS has undertaken certain necessary road improvements near the site of the Project; and

WHEREAS, Landmark has issued an Irrevocable Letter of Credit to County on behalf of CPS, dated January 13, 2011, in the amount of \$168,383.00 to secure stormwater improvements associated with the road improvements; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on September 1, 2011; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to September 1, 2012.

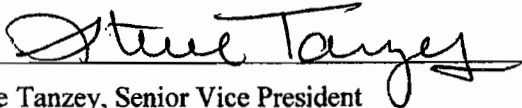
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Landmark Letter of Credit dated January 13, 2011, in the amount of \$168,383.00, with an expiration date of September 1, 2011, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the January 13, 2011 Letter of Credit such that the new expiration date will be September 1, 2012.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

**LANDMARK BANK**


By:



Steve Tanzey, Senior Vice President

**COLUMBIA PUBLIC SCHOOLS:**

By:



Linda Quinley, CFO/Treasurer

ATTEST:

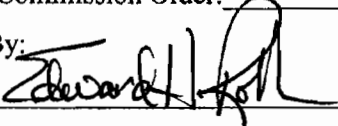


Secretary

**BOONE COUNTY:**

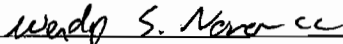
(Commission Order: \_\_\_\_\_)

By:



Edward H. Robb, Presiding Commissioner

ATTEST:



Wendy S. Noren, County Clerk

**APPROVED BY:**



Stan Shawver, Director

Boone County Resource Management

Approved as to legal form:



Charles J. Dykhouse, County Counselor

**COPY**



IRREVOCABLE LETTER OF CREDIT  
NO. 2100500186  
DATE: January 13, 2011

Amount: \$168,383.00

County of Boone  
Attn: Director, Planning and Building  
801 E Walnut St, Rm. 210  
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the Landmark Bank for the account of the Columbia Public School District located at 916 Bernadette Dr Columbia, MO 65203 up to an aggregate amount of \$168,383 available by your drafts at sight. Your drafts must be accompanied by your invoice to Columbia Public School District and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Landmark Bank Letter of Credit #2100500186 dated January 13,2011."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before September 1, 2011, provided further that upon such expiration, either at September 1, 2011, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended for successive, one-year periods upon presentation of an agreement to extend, executed by the Columbia Public Schools and the County of Boone, and presented to Landmark Bank within the 60-day period prior to September 1, 2011, and, if said extension request is so presented, the letter of credit will be extended through January 12<sup>th</sup> of the successive year.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

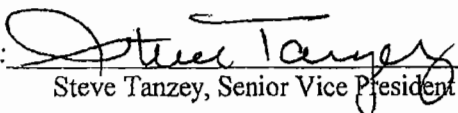
By:   
Steve Tanzey, Senior Vice President

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

January 13, 2011

Landmark Bank  
801 E. Broadway  
Columbia, Missouri 65201  
Attention: Steven Tanzey, Senior VP

Re: Landmark Bank Letter of Credit No.: 2100500186  
Dated: January 13, 2011  
In Favor of Boone County, Missouri on behalf of Columbia Public Schools

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Landmark Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 2100500186 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ \_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Planning & Building

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk  
Commission Order: \_\_\_\_\_

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

January 13, 2011

Landmark Bank  
801 E. Broadway  
Columbia, Missouri 65201  
Attention: Steven Tanzey, Senior VP

Re: Landmark Bank Letter of Credit No.: 2100500186  
Dated: January 13, 2011  
In Favor of Boone County, Missouri on behalf of Columbia Public Schools

Gentlemen:

This certificate authorizes reduction in the amount of \$\_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$\_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

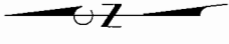
Attest:

\_\_\_\_\_  
Stan Shawver, Director, Planning & Building

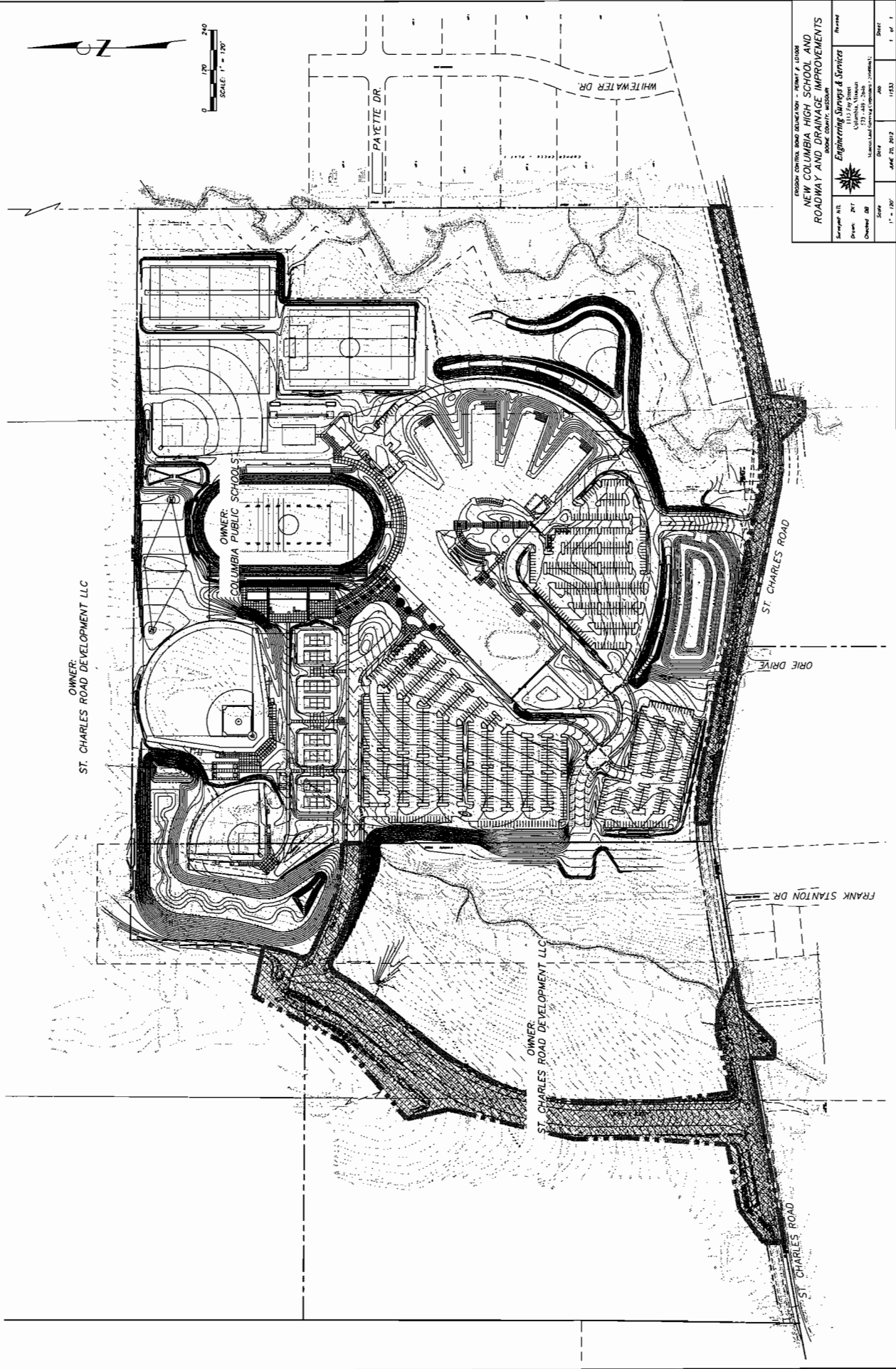
\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

Commission Order: \_\_\_\_\_





0 100 200  
SCALE: 1" = 100'



PROJECT: COLUMBIA PUBLIC SCHOOLS - PROJECT 7 - 10000		Sheet	1	of	1
NEW COLUMBIA HIGH SCHOOL AND ROADWAY AND DRAINAGE IMPROVEMENTS		Project			
Surveyed	2017	Engineer	Stacy A. Smith	Professional Seal	
Drawn	2017	Checker	Stacy A. Smith	Professional Seal	
Checked	2017	Date	JUNE 20, 2017	Scale	1" = 100'
Engineering Surveys & Services					
1113 1/2 Jay Street					
Columbia, Missouri					
Missouri Land Surveyor's Certificate: 000000000000					

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Columbia Public Schools and Boone County, Missouri for a letter of credit extension. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
 Daniel K. Atwill  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Skip Elkin  
 Skip Elkin  
 District II Commissioner

**EXTENSION AGREEMENT**  
**\$389,000 Letter of Credit – CPS High School Project**

THIS AGREEMENT, effective July 12, 2012, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and the Columbia Public Schools, a political subdivision of the State of Missouri, herein “CPS” and Landmark Bank, herein “Landmark.”

WHEREAS, CPS is conducting a building project to construct a new high school building and associated facilities, the Battle High School Project, herein “Project”; and

WHEREAS, CPS has undertaken certain necessary stormwater infrastructure construction efforts near the site of the Project; and

WHEREAS, Landmark has issued an Irrevocable Letter of Credit to County on behalf of CPS, dated July 14, 2010, in the amount of \$389,000.00 to secure stormwater improvements associated with the Project, which was accepted by County in Commission Order 346-2010; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on July 14, 2012; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to June 30, 2013.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Landmark Letter of Credit dated July 14, 2010, in the amount of \$389,000.00, with an expiration date of July 14, 2012, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the July 14, 2010 Letter of Credit such that the new expiration date will be June 30, 2013.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO AGREED.

**LANDMARK BANK**

By:

\_\_\_\_\_  
Steve Tanzey, Senior Vice President

**COLUMBIA PUBLIC SCHOOLS:**

By:

\_\_\_\_\_  
Nick Boren, Deputy Superintendent

\_\_\_\_\_  
Linda Quinley, CFO/Treasurer

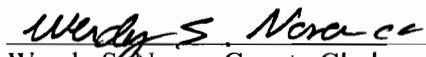
**BOONE COUNTY:**

(Commission Order: \_\_\_\_\_ )

By:

  
\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Wendy S. Noren, County Clerk

**APPROVED BY:**

\_\_\_\_\_  
Stan Shawver, Director  
Boone County Resource Management

**Approved as to legal form:**

\_\_\_\_\_  
C.J. Dykhouse, County Counselor

346 -2010

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 10

County of Boone

} ca.

20<sup>th</sup>

day of July

20 10

In the County Commission of said county, on the

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

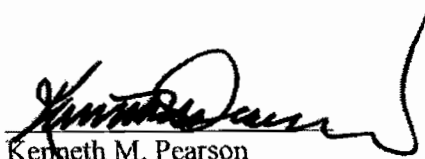
Now on this day the County Commission of the County of Boone does hereby accept an Irrevocable Letter of Credit (No. 2100500134) in the amount of \$389,000 as issued by Landmark Bank on behalf of Columbia Public School District for stormwater improvements.

Said Irrevocable Letter of Credit to be entrusted to the safekeeping of the Boone County Treasurer.

Done this 20<sup>th</sup> day of July, 2010.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner

Absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

ORIGINAL



**IRREVOCABLE LETTER OF CREDIT**

NO. 2100500134

DATE: July 14, 2010

Amount: \$389,000

County of Boone

Attn: Director, Planning and Building

801 E Walnut St, Rm. 210

Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on the Landmark Bank for the account of the Columbia Public School District located at 916 Bernadette Dr Columbia, MO 65203 up to an aggregate amount of \$389,000 available by your drafts at sight. Your drafts must be accompanied by your invoice to Columbia Public School District and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Landmark Bank Letter of Credit #2100500134 dated July 14, 2010."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before July 14, 2012, provided further that upon such expiration, either at July 14, 2012, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Columbia Public Schools and the County of Boone, and presented to Landmark Bank within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

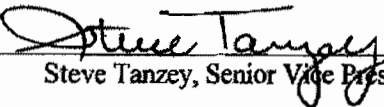
By:   
Steve Tanzey, Senior Vice President

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Landmark Bank  
801 E. Broadway  
Columbia, Missouri 65201  
Attention: Steven Tanzey, Senior VP

Re: Landmark Bank Letter of Credit No.: 2100500134  
Dated: June 29, 2010  
In Favor of Boone County, Missouri on behalf of Columbia Public Schools

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Landmark Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 2100500134 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$ \_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this  
\_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Planning & Building

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk  
Commission Order: \_\_\_\_\_



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the contract between Columbia Public Schools and Boone County, Missouri for traffic signal maintenance. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

## TRAFFIC SIGNAL MAINTENANCE AGREEMENT

### BATTLE HIGH SCHOOL

This Agreement is entered into by and between the Columbia Public Schools, a political subdivision of the State of Missouri, herein "CPS," Boone County, Missouri, a political subdivision of the State of Missouri, herein "Boone County."

WHEREAS, CPS is constructing a new high school on real property (the "Property") located 300 yards east of the intersection of St. Charles Road and Battle Drive in Boone County, Missouri; and

WHEREAS, in connection with the development of the Property, certain improvements to infrastructure are required including, but not limited to, the installation of an electronic traffic signal at the intersection of St. Charles Road and Battle Drive; and

WHEREAS, the high school property owned by CPS is the subject of a pre-annexation agreement with the City of Columbia; and

WHEREAS, the City of Columbia has acquired many pre-annexation agreements from properties near the subject property as it has extended its sewer service to the area; and

WHEREAS, until such time as the Property and adjacent public improvements are annexed into the City of Columbia, Missouri an agreement is required for the maintenance and operation of the traffic signal;

NOW, THEREFORE, in consideration of mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. CPS will contract for and bear the cost of installation of an electric meter and fiber connections to serve the traffic signal located at the intersection of Battle Avenue and St. Charles Road to allow for the completion of a 30-day operational test period. Upon successful completion of the 30-day test period, CPS will request its Contractor, Meyer Electric, to provide written confirmation to the County that the light is functioning properly. CPS will facilitate communications between its Contractor and County during the 30-day test and for the term of this Agreement.
2. County will review the materials filed by CPS's contractor and acknowledge that the report shows the signal is functioning. Upon receipt of the acknowledgement from the County, CPS will request the electric meter be removed until such time as operation of the traffic signal is necessary as determined by Boone County or August 1, 2013, whichever first occurs.
4. CPS agrees to pay all monthly fees associated with the electric meter and fiber optics that serve the traffic signal until such time as the Property is annexed into the City of Columbia. CPS will promptly process and approve a pre-annexation agreement with the City of Columbia on terms and conditions that CPS approves. At the time of such annexation, CPS will request the accounts for both the electric and fiber to be reassigned to the City, as the streets will become part of the City's street system by operation of law upon annexation.

5. CPS will enter into a maintenance agreement with a qualified firm and pay all associated maintenance costs with respect to the operation and maintenance of the traffic signal until such time as the Property is annexed into the City of Columbia. Should the annexation not occur before the expiration of the one-year warranty for construction of the traffic signal, CPS will continue to pay for maintenance as may be required up to the date of annexation. A copy of the current agreement with Meyer Electric is attached hereto and incorporated herein by reference. CPS will ensure that calls for maintenance issues are responded to by its Contractor within twenty-four (24) hours of notification of the need for maintenance from County or otherwise.
6. During the term of this Agreement, Boone County will notify CPS of any identified need for repair to the traffic signal. CPS will direct a third-party contractor retained by CPS to make repairs in a timely manner upon notification.
7. This Maintenance Agreement shall remain in effect until such time as the Property is annexed into the City of Columbia, at which time the traffic signal and associated right-of-way shall become part of the City's street system.
8. The individuals signing this Agreement below certify they have obtained the appropriate authority to execute this Agreement on behalf of the respective parties.
9. This Agreement shall be binding on the parties hereto and their respective successors and assigns.
10. The parties hereto mutually pledge and agree to exercise reasonable diligence in good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practical in fulfilling the general terms, conditions and objections reflected herein.

IN WITNESS WHEREOF, the parties' have executed this Agreement effective as of the date of the last party to execute the same.

Executed by Columbia Public Schools this 27th day of June, 2012.

Executed by Boone County, Missouri this 10 day of July, 2012.

**COLUMBIA PUBLIC SCHOOLS**

By: *Nick D. Boren*  
Dr. Nick D. Boren, Deputy Superintendent

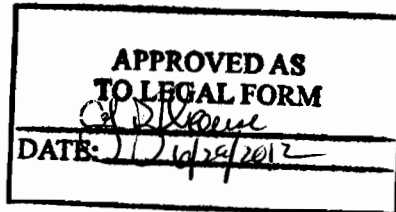
Attest: *Janet L. Rupp*  
Secretary

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

By: *Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

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



ATTACHMENT #1 – Meyer Electric Estimate

Meyer Electric Company, Inc.  
3513 North Ten Mile Drive  
Jefferson City, MO 65109  
P: (573) 893-2335  
F: (573) 893-3686  
meyerelectric@earthlink.net

**Service Agreement**

Date: May 17, 2012

**Customer:** Columbia Schools

**Contact:** Charles Oestreich  
**Phone:**  
**Fax:**

**DETAIL OF WORK TO BE PERFORMED:**

Emergency service for traffic signals located at St. Charles Road (new high school)

Using the following rates, work orders will be charged on a "Time and Material" basis.

The bucket truck with one service man is \$165.00/hr

Service man with pickup is \$105.00/hr

Second service man is \$89.00/hr.

Material is cost plus 15%.

Repairs to be made accordingly. Obtain additional approval for work orders exceeding \$500.00.

AGREEMENT START DATE: ~~6/1/12~~ 7-1-12

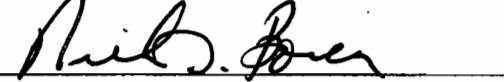
AGREEMENT VALID THROUGH: ~~6/1/13~~ 6-30-13

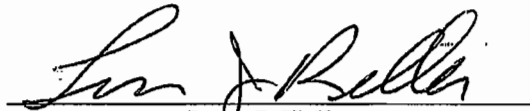
CAO 5-22-12  
6-30-13

After hours, holidays and weekends would be at double time rates. Response to be within 2 hours of emergency. No retainer is required. Work to be performed on an as needed bases.

Please advise if we can be of further service.

**ACCEPTANCE OF PROPOSAL:**





Leon J. Keller

Date: 6-27-12

Date: May 17, 2012

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 10<sup>th</sup> day of July 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the attached letter extending the deadline to enter into a full and complete agreement with Rost Inc. regarding the Courthouse Plaza renovations. It is further ordered the Presiding Commissioner is hereby authorized to sign said letter.

Done this 10<sup>th</sup> day of July, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner -

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

Daniel K. Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

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July 10, 2012

Rost Inc.  
Attn: Jake Frink  
2450 Trails West Ave.  
Columbia, MO 65202

RE: 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation  
Contract with Boone County

The County Commission would like to extend the deadline to enter into a full and complete agreement with Rost, Inc. regarding the Courthouse Plaza Renovations as set forth in its Letter of Intent approved in Commission Order 287-2012. In particular, the County Commission hereby extends the deadline to enter into a full and complete agreement from July 13, 2012, to August 15, 2012.

This is an extension of a Letter of Intent only. It is not intended to be, and shall not constitute in any way a binding or legal agreement, or impose any legal obligation or duty on either County or Rost, Inc.

Sincerely,

Daniel K. Atwill  
Presiding Commissioner