### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 13

**County of Boone** 

ne ea

In the County Commission of said county, on the

11th

day of June

**20** 13

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 10507 E. Serenity Circle, Parcel #18-102-05-02-007.00 01.

Done this 11th day of June, 2013.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

**Presiding Commissioner** 

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

To: Boone County Commission

From: Kala Wekenborg, Environmental Health Supervisor

cc: Boone County Clerk, Boone County Collector, Boone County Auditor

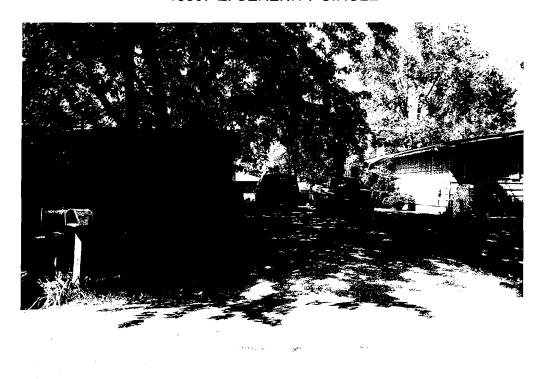
Date: June 25, 2013

Re: nuisance abatement for 10507 E. Serenity Circle (parcel # 18-102-05-02-007.00 01)

The purpose of this memo is to notify you that no abatement took place at 10507 E. Serenity Circle (parcel # 18-102-05-02-007.00 01) per the order issued by the Boone County Commission on June 11, 2013 (order # 261-2013). The owner abated the nuisance; therefore there was no need for the Health Department to act on the order. The owner of the property is John P. and Shannon M. Soldner and the mailing address for the owner is 10507 E. Serenity Circle, Columbia, MO 65202. The nuisance attended to the above-listed order is completed and no invoices will be submitted. Please that our office if you have any questions regarding this matter.

RECEIVED
JUN 2 7 2013
BOONE COUNTY CLERK

## PHOTOGRAPHS TAKEN 6/3/13 @ ~ 3:00 PM 10507 E. SERENITY CIRCLE





## John P. and Shannon M. Soldner/Countrywide Home Loans 10507 E. Serenity Circle Health Department nuisance notice - timeline

4/10/13:	citizen complaint received
4/15/13:	initial inspection conducted
<b>4</b> /17/13:	notice of violation sent to owner and lien holder - owner never signed for notice
5/12/13:	notice of violation to owner posted in newspaper
5/29/13:	reinspection conducted – violation not abated
5/30/13:	attempted telephone contact to owner – both calls disconnected after several rings – hearing notice sent
6/3/13:	photographs of violation taken at ~ 3:00 pm

# BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

In Re: Nuisance Abatement	)	June Session
10507 E. Serenity Circle	)	April Adjourned
Columbia, MO, 65202	)	Term 2013
	)	Commission Order No. 261-2013

### FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

**NOW** on this 11<sup>th</sup> day of June 2013, 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 derelict, unlicensed and inoperable burgundy Dodge pickup truck and trash in the form of a tire on the premises.
- 4. The location of the public nuisance is as follows: 10507E. Serenity Circle, a/k/a parcel# 18-102-05-02-007.00 01, Section 5, Township 48, Range 11 as shown in deed book 2917 page 0015, Boone County.
- 5. The specific violation of the Code is: a derelict, unlicensed and inoperable burgundy Dodge pickup truck and trash in the form of a tire in violation of section 6.5 and 6.9 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 19<sup>th</sup> day of April 2013 to the lien holder and the 12<sup>th</sup> day of May 2013 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.

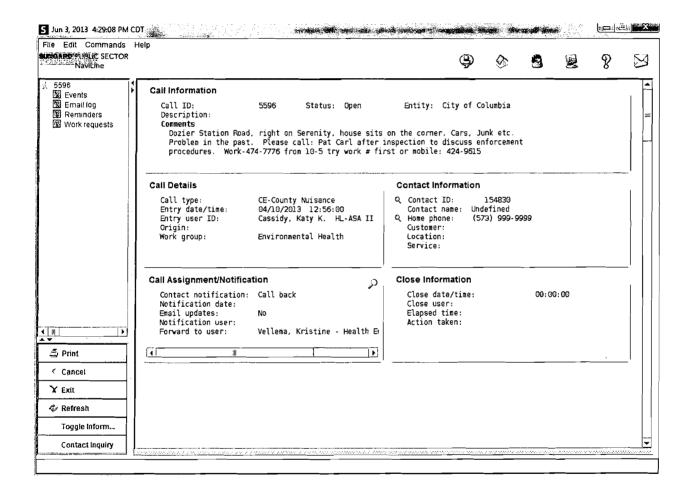
Boone County, Missouri

By Boone County Commission

Presiding Commissioner

ATTEST:

Boone County Clerk





# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

## **HEARING NOTICE**

DIVISION OF ENVIRONMENTAL HEALTH

John P. and Shannon M. Soldner 10507 E. Serenity Circle Columbia, MO 65202

An inspection of the property you own located at 10507 E. Serenity Circle (parcel # 18-102-05-02-007.00 01) was conducted on April 15, 2013 and revealed a derelict, unlicensed and inoperable burgundy Dodge pickup truck and trash in the form of a tire on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, June 11, 2013 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.

f 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** 

Min Vellena

This notice deposited in the U.S. Mail, first class postage paid on the 2013 by ... day of ...



# CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

## **HEARING NOTICE**

DIVISION OF ENVIRONMENTAL HEALTH

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

An inspection of the property you hold a lien on located at 10507 E. Serenity Circle (parcel # 18-102-05-02-007.00 01) was conducted on April 15, 2013 and revealed a derelict, unlicensed and inoperable burgundy Dodge pickup truck and trash in the form of a tire on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday. June 11, 2013 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.

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Sincerely,

Kristine Vellema

**Environmental Health Specialist** 

Min Vallera

This notice deposited in the U.S. Mail, first class postage paid on the \_\_\_\_\_ day of \_\_ 2013 by <u>K</u>(

### AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI ) ss. County of Boone )

I, Samantha Offutt, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

1st Insertion	May 12, 2013
2nd Insertion	
3rd Insertion	
4th Insertion	<del></del>
5th Insertion	
6th Insertion	
7th Inscrtion	
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Printer's Fee	Samantha Offutt
Subscribed & sworn to befor	c me this <b>13</b> day of <b>Mu</b> , 2013
Substituce & Sworn to Deloi	
·	
	Notary Public

Commissioned for Boone County My Commission Expires: July 18, 2014 Commission Number: 10915807 NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: John P. and Shannon M. Soldner 10507 E. Serenity Circle Columbia, MO 65202

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Health Department, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Meadow Village Subdivision, Lot 15, a/k/a 10507 E. Serenity Circle as shown by deed book 2917 page 0015

Type of Nuisance: A derelict, unlicensed and inoperable burgundy Dodge pickup truck and trash

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone County Health Department, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication:	
---	--

Stephanie Browning,

Director, Columbia/Boone County Health Department

INSERTION DATE: May 12, 2013.



## 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

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

An inspection of the property you hold a lien on located at 10507 E. Serenity Circle (parcel # 18-102-05-02-007.00 01) was conducted on April 15, 2013 and revealed a derelict, unlicensed, and inoperable burgundy Dodge pickup truck 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 6.9. 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,

/ W. / L.C.

Kristine N. Vellema

Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the \_\_\_\_\_ day of \_\_\_\_\_ 2013 by \_\_\_\_\_.

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



## 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

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

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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.

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Sincerely,
// Vellen

Kristine N. Vellema

**Environmental Health Specialist** 

This notice deposited in the U.S. Mail certified, return receipt requested on the \_\_\_\_\_ day of \_\_\_\_\_ 2013 by \_\_\_\_\_.

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

í	U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT
B 7	(Domestic Mail Only; No Insurance Coverage Provided)
7	For delivery information visit our website at www.usps.com
<u>_</u>	QFFICIAL USE
966	Postage \$
000	Certifled Fee  Return Receipt Fee (Endorsement Required)
	Restricted Delivery Fee (Endorsement Required)
7.7.5	Total Postage & Fees \$ 6, (1
1,1	Countrywide Home Loans
707	4500 Park Granada
	Calabasas, CA 91302-1613
Ì	PS Form 3800, August 2006 See Reverse for Instructions

•	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <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 mallpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> <li>Countrywide Home Loans</li> <li>4500 Park Granada</li> <li>Calabasas CA 91302-1613</li> </ul>	A. Signature X Pinkston



### Tom Schauwecker **Boone County Assessor**

Boone County Government Center 801 E. Walnut, Rm 143 Columbia, MO 65201-7733

Office (573) 886-4270 Fax (573) 886-4254

**Parcel** 

18-102-05-02-007.00 01

**Property Location** 10507 E SERENITY CIR

City

Road COUNTY ROAD DISTRICT (CO)

School COLUMBIA (C1)

Library BOONE COUNTY (L1)

Fire

BOONE COUNTY (F1)

Owner

SOLDNER JOHN P & SHANNON M

Address

10507 E SERENITY CIR

City, State Zip

COLUMBIA, MO 65202

Subdivision Plat Book/Page 0010 0105

Section/Township/Range

5 48 11

Legal Description

MEADOW VILLAGE SUB-DIV.

LOT 15

Lot Size

70 x 125

Deed Book/Page

2917 0015 2850 0035 2677 0123 0506 0008

Current Appraised

Current Assessed

Bldgs Land Type RI 8,800 47,500 56,300

Total Type RI

Bldgs Land

1,672

9,025 10,697

Total

8,800 47,500 56,300 Totals

1,672 Totals

9,025 10,697

Most Recent Tax Bill(s)

### **Residence Description**

Year Built

1971

Use

SINGLE FAMILY (101)

Basement

FULL (4) Attic

NONE (1)

**Bedrooms** 

960

Full Bath Half Bath

1 Finished Basement Area 0

Total Rooms

6 Total Square Feet

3 Main Area

960

0

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Boone County Missouri Unofficial Dogument

Recorded In Boone County, Missouri

Date and Time 04/03/2006 at 09:31:01 AM

Instrument # 2006007991 Book 2917 Page 15

Grantor FREESE, CYNTHIA ALVERSON

Grantee SOLDNER, JOHN P

Instrument Type WD Recording Fee \$30.00 S No of Pages 3

ettle Johnson, Recorder of Deeds

Boone-Central Title Company File No. 0610729

## Missouri General Warranty Deed

This Indenture, Made on 31st day of March, 2006, by and between

Cynthia Alverson Freese and Timothy Alverson Freese, wife and husband, Ernest Greenup\* a single person, Ronald Greenup\* and Karen Greenup\*, husband and wife, Richard Greenup\* and Tammy Greenup\*, husband and wife, Karen Long\* and Larry Long\*, husband and wife, Gilbert VanHorn\* a single person, as GRANTOR, and

John P. Soldner and Shannon M. Soldner, husband and wife,

as GRANTEE, whose mailing address is: 10507 E. Serenity Cir. Columbia, MO 65202

Property Address: 10507 E. Serenity Circle, Columbia, MO 65202

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of **Boone** and State of **Missouri**, to wit:

Lot Fifteen (15) of Meadow Village Subdivision in Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 10, Page 105, Records of Boone County, Missouri.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

	3	
State of Missouri		
G	} ss:	
County of Boone	}	
		day of March, 2006, before me, the undersigned, a
person, Ronald Greenup* and Karen Greenup*, husband and wife, Karen I	y Alverson Fro Greenup*, hu	esse wife and husband, Ernest Greenup* a single spand and wife, Richard Greenup* and Tammy ry Long*, husband and wife, Gilbert VanHorn* a
single person, to me known to be the person(s) describe she executed the same as her free act and	ed in and who d d deed, <del>and the</del>	executed the foregoing instrument, and acknowledged that said further declared that she is
$\label{eq:Witness} W_1 tness \ my \ hand \ and \ Notary \ S$ this certificate above written.	eal subscribed	and affixed in said County and State, the day and year
		William A Hughes Jr
		Notary Public
My Term Expires:		WILLIAM A HUGHES, JR.
wiy Term Expires.		Notary Public - Notary Seal
		STATE OF MISSOURI
		County of Boone
		My Commission Expires August 27, 2008
*By Cynthia Alverson Freese their att recorded in Book 2917 Page 14		s shown by Limited Durable Power of Attorney of Boone County, Missouri

### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

June Session of the April Adjourned

Term. 2013

**County of Boone** 

In the County Commission of said county, on the

11th

day of June

**20** 13

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

Now on this day the County Commission of the County of Boone does hereby award bid 20-03MAY13 – Single Axle Shop Truck to MHC Kenworth of Columbia, MO and approves the disposition of one (1) 2003 Ford F550 4WD with Service Body and Crane. The terms of the agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 11th day of June, 2013.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

Mille

Kareh M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

# **Boone County Purchasing**

**Amy Robbins** Senior Buyer



613 E. Ash Street, Room 109 Columbia, MO 65201 Phone: (573) 886-4392

Fax: (573) 886-4390

#### **MEMORANDUM**

TO:

**Boone County Commission** 

FROM:

Amy Robbins, Senior Buyer

DATE:

June 5, 2013

RE:

20-03MAY13 - Single Axle Shop Truck & Disposal of Existing Truck

Request for Bid 20-03MAY13 – Single Axle Shop Truck opened on May 3, 2013. Four bids were received and the Public Works Department recommends awarding to MHC Kenworth of Columbia, MO as the lowest and best bid. Public Works recommends including option 4.8.3. Service Body (quote provided to MHC Kenworth by Knapheide Equipment Company of Jefferson City, MO) as well as option 4.8.5. Skid Mounted Lube Unit (quote provided to MHC Kenworth by Summit Truck Bodies of Wathena, KS.)

The service truck and options will be purchased out of 2040-92400. The prices offered are:

 Single Axle Truck
 \$78,169.52

 Service Body (4.8.3.)
 \$34,614.00

 Lube Skid (4.8.5.)
 \$10,495.00

for a total of \$123,278.52. The Department budgeted \$74,000.00 for the unit. The old service body was to be re-installed on the new unit but will not fit on the new truck frame. Also added was a lube skid to effectively deal with field servicing equipment and to minimize environmental exposure to any oil spills. There are cost savings in the account to cover the overage.

Public works would also like to dispose of the following Shop Truck:

2003 Ford F550 4WD with Service Body and Crane
VIN# 1FDAF57P33EC66148 Fixed Asset Number# 14082

ATT: Bid Tabulation

cc: Greg Edington, Public Works

Bid File

20-03MAY13 - Single Axle Dump Truck

			20-0	3MAT13 - S	ingle Axie	- Dump	Truck			
I	BID :	TABULATION		worth - Columbia mit Truck Bodies	MHC Kenw Knapheld Equip	e Truck	Sales wit	s Freightliner h Knapheide Equipment	with Knapt	ghtliner, inc. nelde Truck ement
4.8. Qty PRICING				nit Price	Unit P	rice	Un	it Price	Unit	Price
4.8.1.	,	Single Axle Truck per Section 2.3.		78,169.52	\$78,16			3,976.00	\$80,9	
4.8.2.	t		Size	Price	Size	Price	Size	Price	Size	Price
	ĺ			Did not price	Size	Trice		Frice	312	Frice
	1	Air Compressor	RC40 cfm	separately	40CFM:@150PSI	\$10,787.00	40CFM@2150P	\$10.787.00	40CFM@150PSI	\$10,787.0
4.8.3.	,	Optional Service Body as per Section 2.4.	-	<u>, , , , , , , , , , , , , , , , , , , </u>						
4.8.4.	-	Optional Crane and Outriggers us per Section		66,362.00	\$34,61	4.00	339	,614.00	\$34,6	14.00
	ı	2.4.5. and 2.4.7.	Did not	price separately	\$24,99	5 00	\$24	,995.00	\$24.9	95 00
4.8.5.	ì	Optional Skid mounted labe unit as per Section 2.4.8. Totals:	s	10,495.00 55,026.52	\$14,92 \$163,48	1.00	\$14,921.00		\$24,995.00 \$14,921.00	
Describe Warranty Features finclude locations for service) for all 4.9. components 4.10. Delivery ARO		year/200k mi mi, Frame 5 Summit Bo Summi	C Kenworth: Basic 2 Engine 5 year/200k years/unlimited mi, dy: 5 years on all Components 1-150 days	Chassis - MIIC Basic 2 year/200 5 year/200k m years/unlim Knapheide Trucl Jeff City, MO: Varranly - 1 year Crane Body 3 yr Crane 2 yr parts 4 Uni 1 yr part 120-150	k mi., Engine i., Frame 5 ited mi., k Equipment, Compressor parts & labor, parts & labor, & labor, Lube s & labor	warranty, Exter Trnasmission of Knapheide Tr Jeff City, MO warranty - 1 ye Crane Body 3 Crane 2 yr pan Unit 1 yr jarts	Extended engine inded warranty; ruck Equipment, compressor ar parts & labor, yr parts & labor, ta & lubor, Lube	unlimited mi., To yr unlimited mi., unlimited mi., unlimited mi., cunlimited mi., cunlimited corrosion/Per unlimited mi.; Truck Equipm MO: Compress & labor, zear parts & labor, & labor, Lube U lab	Baso Vehicle 2 Frame Rails 5 y bit Structure 5 yr mi., Ceb foration 5 yr Knapheide ent, Jeff City, or warranty - 1 r, Crane Body 3 Crane 2 yr parts ini 1 yr parts & or	
		Yes or No)		Yes	Yes			Yes	Ye	
Noted	Ексер	tions to the Bid Specifications:					not available. (brakes. 2.3.7 CCA not availa CCA Group 31, 1250 block has Quoted 1000 w control mounte: 2.3.27. Fuel ta would not give Quoted 50 galk	e brakes 16.5x6 Quoted 16.5x5 . Batteries 3300 bite, Quoted 2280 2.3.22. Engine ter not eveilable, ant. Speed d on dash nik 60 gallon clear CA. on with clear CA.	2.3.9. WABCO AE 2.3.9. Engineer ch Cummins 18.7 CF compressor. 2.3.7 compressor. 2.3.7 2.3.77. 3375 CCA 2.3.22. 9.0L Cum 2.3.22. 1000 Watth Heater 2.3.29. 23 rear suspension w 2.3.8. Seats are inalional	eriged to 15x4 tipe. 2.3.9. M air 11. Horizontal ar Vertical pipe. Exceeds. mins ISL f115 Volt Block 000 flat leaf ith radius rod.

No Bld: Chempion Brands Armor Equipment Dave Sindair Ford Al Scheppers Motor Co

## **BOONE COUNTY**

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: April 17, 2013 F	IXED ASSET TAG NUMBER: 14082
DESCRIPTION: 2003 Ford F550 4WD with S	Service Body and Crane
REQUESTED MEANS OF DISPOSAL: Set	n ·
OTHER INFORMATION: Serial Number: 1Fl	DAF57P33EC66148
CONDITION OF ASSET: Fair.	
REASON FOR DISPOSITION: Equipment is	planned for replacement in 2013.
COUNTY / COURT IT DEPT. (circle one) DOOWN USE (this item is applicable to computer	DES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS equipment only)
DESIRED DATE FOR ASSET REMOVAL TO	) STORAGE: None
WAS ASSET PURCHASED WITH GRANT F IF YES, ATTACH DOCUMENTATION SHO	UNDING? YES WE WING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.
DEPARTMENT: 2040	SIGNATURE
AUDITOR ORIGINAL PURCHASE DATE 5/29/	2003_ RECEIPT INTO
ORIGINAL COST 79,776,53	GRANT FUNDED (Y/N)
ORIGINAL FUNDING SOURCE 274	
ASSET GROUP /605	AGENCY DOCUMENTATION ATTACHED (Y/N) TRANSFER CONFIRMED
COUNTY COMMISSION / COUNTY CLE	<u>RK</u>
APPROVED DISPOSAL METHOD:	
TRANSFER DEPARTMENT NAI	MENUMBER
LOCATION WITHIN	N DEPARTMENT
INDIVIDUAL	
TRADEAUCTION	
OTHER EXPLAIN	
COMMISSION ORDER NUMBER 262.  DATE APPROVED 6-11-13  SIGNATURE	2013 Val

To: County Clerk's Office

Comm Order # 262 - 2013

Return to Auditor's Office Place do not remove stable.

5/20/13	F	URCHASE REQUISITION	Flease do nor forme to state a			
REQUEST DATE	В	DONE COUNTY, MISSOU	RI			
	MHC Kenworth		573-474-8420			
VENDOR	VENDOR NAME		PHONE #			
NO.	8660 I-70 Drive S.E.	Columbia	MO 65201			
	ADDRESS	CITY	STATE ZIP			
This field MUST be completed to demonstrate compliance with statutory bidding requirements.  Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3    Bid /RFP (enter # below)						
	id / Sole Source / Emergency Number)	Intergovernmental Agreement Not Susceptible to Bidding for Other Reasons				

### Ship to Department # 2040

### Bill to Department # 2040

	)epa	rtme	ent		A	CCO	unt		Item Description	Qt y	Unit Price	Amount
2	0	4	0	9	2	4	0	0	Single Axle Truck T300 Series Conventional	1	78169.52	78169.52
2	0	4	0	9	2	4	0	0	Service Body (Knapheide Body Package)	1	34614.00	34614.00
2	0_	4	0	9	2	4	0	0	Lube Skid (Summit Truck Bodies Package)	1	10495.00	10495.00
<u></u>												
									·			
	i											
									TOTAL			123278.52

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

Amy Robbins //			
Prepared By			
	ca 6/4/13		
Requesting Official		Auditor Approval	
•	•		Revised 07/05

### PURCHASE AGREEMENT FOR

# Single Axle Shop Truck for the Boone County Public Works Department

	2013 is made between
Boone County, Missouri, a political subdivision of the State of Missouri through	ugh the Boone County
Commission, herein "County" and MHC Kenworth - Columbia, herein "Ve	endor."

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 Single Axle Shop Truck in compliance with all bid specifications and any addendum issued for the Boone County, Missouri Request For Bid #20-03MAY13, bid response submitted by MHC Kenworth Columbia, MHC Kenworth Columbia quote # Q63299583 which includes Knapheide Truck Equipment Center-JC quote dated April 29, 2013 and Summit Truck Bodies quote dated April 30, 2013 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, Boone County RFB 20-03MAY13 bid specifications and any addendum 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 the following:
  - One (1) T300 Series Conventional Single Axle Shop Truck
     RFB Option 4.8.3. Service Body (Knapheide Truck Equipment Center)
     RFB Option 4.8.5. Skid Mounted Lube Unit (Summit Truck Bodies)
     \$10,495.00

TOTAL \$123,278.52

Exterior Color: N97020 A - L0235EB Candy Apple Red

Frame Color: N97200 N0001EA Black

- 3. **Delivery** Vendor agrees to deliver vehicle as set forth in the bid documents and within 120-150 days after receipt of order. Delivery shall be to Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201
- 4. *Title* Title in the name of: Boone County Public Works. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.
- 5. *Billing and Payment* All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the 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.

- 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. **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.

MHC KENWORTH - COLUMBIA	BOONE C	OUNTY, MISSOURI
bytitle	Nane	County Commission will, Presiding Commissioner
APPROVED AS TO FORM:  County Counselor	ATTEST:  Wendy S. N	ly S. Novew my
AUDITOR CERTIFICATION In accordance with RSMo 50.660, I hereby certify that to satisfy the obligation(s) arising from this contract. (I contract do not create a measurable county obligation a	Note: Certification of	
The E. Vitchford	6/4/13	2040-92400 - \$123,278.52
Signature by cy	Date	Appropriation Account

#### 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.
- 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.
- 17. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.

### (Please complete and return with Contract)

# 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.

J.L. WATRIN	Sares
Name and Title of Authorized Representative	
arph	5-31-13
Signature	Date

Response Form Company Name:  MHC KENWON Address:  8660 1-70 D	_				
Address: 8660 170 D					
Address: 8660 170 D					
Address: 8660 /70 C	214				
	RIVE SE.			_	
City/Zip: Ocumain Mo	65201		,		
Phone Number: 573-474-8400					
E-mail Address: JAMES, WATKING &					
Fax Number: 57.3 - 474 - 84					
Federal Tax ID: 431-0427				<u> </u>	
( Corporation					
( ) Partnership - Name		_			
( ) Individual/Proprietorship - Individual					-
( ) Other (Specify)					
PRICING			_		
Item	Unit Price	Qty	E	xtended Pric	e /E
Item		Qty 1	<b>E</b> :		e E
Item				xtended Price	e E
Item					HU
Item		1	\$		ee /t
Single Axle Truck per Section 2.3. \$ Air Compressor Air Compressor Size: \$ Optional Service Body as per Section 2.4. \$ Optional Crops and Outriggers as	7 <b>8</b> /69 <sup>52</sup> 10787 <sup>ee</sup> 34 <b>1</b> 14 <sup>ee</sup>	1 1 1	\$ \$	7 <b>8</b> 169 <sup>55</sup> 10787 34V14	
Single Axle Truck per Section 2.3. \$ Air Compressor Air Compressor Size: \$ Optional Service Body as per Section 2.4. \$ Optional Crops and Outriggers as		1 1 1	\$ \$	7 <b>8</b> 169 <sup>55</sup> 10787 34V14	

(THIS IS KNAPHEIDE BODY SPEC ATTACHED)

4.10.	Deliverey ARO: 120-150 12945
4.11.	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.
4.11.1.	Authorized Representative (Sign By Hand):  Date: 5=3-/3  Print Name and Title of Authorized Representative
4.12.	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

1 Nek Spec



MHC Kenworth - Columbia 0993 8660 I-70 Drive Southeast

boone county

Columbia, Missouri United States 65201

Phone:

(573) 474-8400

Fax:

Email:

Phone: Fax:

> **Contact Email:** Prepared for:

### **Vehicle Summary**

	Unit	Chassis	
Model:	T300 Series Conventional.	Fr Axle Load (lbs):	12000
Type:	FULL TRUCK	Rr Axle Load (lbs)	23000
Description:	New Pres112544	G.C.W. (lbs):	34000
P	Application	Road Conditions:	
Intended Serv.:	Local pickup & delivery. Vehicles which haul	Class A (Highway)	90
Commodity:	General freight	Class B (Hwy/Mtn) Class C (Off-Hwy)	10 00
	Body	Class D (Off-Road)	00
Type:	Service body	Maximum Grade:	6
Length (ft):	14.0	Wheelbase (in):	192
Height (ft):	12.0	Fr Axle to BOC (in):	68
Max Laden Weight (lb		Cab to Axle (in):	124
•	,	Cab to EOF (in):	187
	Trailer	,	
No. of Trailer Axles:	0		
Type:			
Length (ft):	0.0	Special Req.	
Height (ft):	0.0	U.S. Domestic Registry, 50-State	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Re	estrictions		
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		
Approved by:		Date:	
	Note: All sales are F.O.B. design	nated plant of manufacture.	
	Ask your dealer for a quote today, of	or visit our website @ www.paccarfinancial.com	-

#### Unpublished options may require review/approval. Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Printed:	5/3/2013 9:17:12 AM	Complete	Model Number:	T300 Series Conventional.
Effective Date:	Jan 1, 2013		Quote/DTPO/CO:	Q63299583
Prepared by:	ID: JL Watring		Version Number:	30.10



MHC Kenworth - Columbia 0993 8660 I-70 Drive Southeast

### boone county

Columbia, Missouri United States 65201

Phone:

(573) 474-8400

Fax: Email: Phone:

Fax: **Contact Email:** 

Prepared for:

Description Weight

Model T300 Series Conventional.

> Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floormat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray &

T370 Class 7: medium-duty Conventional.

CARB Idle Emissions Reduction Feature for PX-6.

PX-7, PX-8 and PX-9

Medium-duty 4x2 automatic.

General freight

Local pickup & delivery. Vehicles which haul

freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.

Service body

U.S. Domestic Registry, 50-State

0

0

555

9.724

0

0

0 0

O

### **Engine & Equipment**

PACCAR PX-9 270 2013 270@2000 260@2200 800@1300.

Includes turbo exhaust brake, no code is used. Diagnostic Plug for data

link, Oil Cooler, Aluminum Flywheel Housing.

N09020 P02 Yes...Cruise Control Auto Resume

N09040 P04 No....Auto Engine Brake in Cruise

N09060 P06 Yes...Gear Down Protection

N09100 P11 Yes...Engine Protection Shtdwn

N09120 P14 73....Max Vehicle Speed in Top Gea N09140 P19 73....Max Cruise Control Speed

N09160 P26 1400. Max PTO Speed

N09180 P10 Yes...Idle Shtdwn

N09200 P32 5....Idle Shtdwn Time

N09220 P33 Yes...Idle Shtdwn Override

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5/3/2013 9:17:12 AM Printed: Effective Date: Jan 1, 2013

Model Number: Complete Quote/DTPO/CO: T300 Series Conventional. Q63299583

Prepared by:

ID: JL Watring

Version Number:

30 10



Description	Weight
Prospector version 31.00 supercedes version 30.03	0
Air compressor: Cummins 18.7 CFM, Cummins, PACCAR PX engines and Westport GX.	0
Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0
Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
RH under cab SCR for PX-8 w/ single vertical RH SOC tailpipe.	101
Tailpipe: 5 in. single 24 in. 45 degree curved.	-2
Fleetguard filter/Water separator FS1003 w/WIF (water in fuel) sensor. For PACCAR PX-8/PX-9 or Cummins ISL engines.	0
Block heater, PACCAR 1750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines	2
Alternator: PACCAR 130 amp brushless.	0
Batteries: 3 PACCAR GP31 threaded post (700) 2100 CCA dual purpose. 12-VOLT LIGHT SYSTEM W/CIRCUIT PROTECTION	61
Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
Transmission & Clutch	
Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	291
Driveline: 2 standard-duty; 1 centerbearing.	77
Torque converter included w/Allison Transmission.	0
Auto neutral for Allison - single input.	0
Front Axle & Equipment	
Dana Spicer E-1202l Front Axle rated 12K 3-1/2in. drop.	0
Front brakes included w/ front hub package.	0
Air Brake: 14,600 lb. package includes 16-1/2 x5 brakes, cast drums, aluminum 10-bolt hub pilot LMS hubs, hubcaps, oil seals & automatic slack adjusters. For use w/ 22-1/2in. wheels.	0
Front Springs: Taperleaf 12K w/ shock absorber for use on 2010+ chassis w/ 22.5in. wheels only.	12

Printed:	5/3/2013 9:17:12 AM	Complete	Model Number:	T300 Series Conventional.
Effective Date:	Jan 1, 2013		Quote/DTPO/CO:	Q63299583
Prepared by:	ID: JL Watring		Version Number:	30.10

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	Description Single power steering gear: 13.2K TRW THP60 for air brakes. Use only w/ 2010+ chassis.	<b>Weight</b> 0
Rear Axle & Equipme	nt	
	Single Dana Spicer S23-170 single reduction axle, ingle rear axle rated at 23K.	182
F	Rear Axle Ratio - 5.57.	0
S	Single rear brakes included w/rear hub package.	0
b	23K air brake package includes 16-1/2x7 in.  rakes, cast drums, aluminum 10-bolt hub pilot LMS hubs, automatic slack djusters and oil seals for use w/ 22.5 in. wheels.	0
	pring Brake: 3030 high output single.	. 0
0	oustshields for drum brakes: all rear axles.	11
	Bendix 4S/4M anti-lock brake system.  Surrent generation ECU is Bendix ABS 6.	0
S	Wheel Differential Lock for Dana Spicer Axles 21-170, S23-170, S23-190, S26-190 & S30-190; adds D to the end of the xle part number.	28
W	lear suspension: single Hendrickson HAS230L 23K.  Velded steel crossmember & gussets w/shocks at 8.3 in. laden height, 8.5  Lunladen height. Medium-duty. Includes air suspension dump valve.	-59
Tires & Wheels		
Fi	ront tires: Goodyear G661 HSA 11R22.5 16PR. 1.8 in. diameter, all position. 19.5 in. SLR.	24
	ear tires: Michelin XDEMS 11R22.5 16PR 1.7 diameter, drive. 19.4 in SLR. Code is priced per pair of tires.	36
R	ear Tire Quantity: 4	0
wh	ront wheel: Accuride 50487PW 22.5x8.25 steel hite e-coat, hub pilot mount. 7400lb. maxlmum rating. 5-hand hole. Air sc brake compatible.	0
wt	ear wheel:Accuride 50487PW 22.5x8.25 steel hite e-coat, hub pilot mount. 7400 lb. maximum rating. 5-hand hole. Air sc brake compatible. Code is priced per pair of wheels.	0
	ear Wheel/Rim Quantity: 4	0

### Frame & Equipment

Unpublished options may require review/approval.

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Printed:5/3/2013 9:17:12 AMCompleteModel Number:T300 Series Conventional.Effective Date:Jan 1, 2013Quote/DTPO/CO:Q63299583Prepared by:ID: JL WatringVersion Number:30.10

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	Description	Weight
	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 308 in. Truck frame weight is 2.91 lbin. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	160
	Bumper: Aerodynamic Chrome Requires a bumper setting code.	0
	40.9 in. Bumper setting. Requires a bumper code.	0
•	Removable Front Tow Hooks: 2.	15
•	Front mudflaps.	. 0
	Battery box: Temporary across the rails.	-99
	Battery box location: BOC across the rails.	0
	T270/370 Non-polished 2010 DPF/SCR cover: w/cab access step assembly, RH under.	0
	Square end-of-frame w/ o crossmember;non-towing.	0
English of the		•
Fuel Tanks & Equip	Fuel Tank: 56 US gallon 24.5in. aluminum under replace.	-45
	Small round DEF tank. 11 gallons of useable volume. The tank will be located just rearward of the under cab component on the side you specified, but will not be displayed in the Prospector graphic. Required capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel re-fillings for every DEF re-filling.	0
	DEF tank location is on the LH.	0
	Location: 56 gal fuel tank LH under cab	0
Cab & Equipment		
	Cab: Curved Glass Conventional.  Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges.  Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics.  Warning alarm will sound when lights are left on.	0
	Hood: Sloped aerodynamic hood includes grill & separate bumper.	0
	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0

Printed:5/3/2013 9:17:12 AMCompleteModel Number:T300 Series Conventional.Effective Date:Jan 1, 2013Quote/DTPO/CO:Q63299583Prepared by:ID: JL WatringVersion Number:30.10

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Description	Weight
Adjustable telescoping tilt steering column.	10
Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0
Driver seat: Kenworth Air cushion Plus HB cloth.  Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Black seat belts for T700, gray on all other models.	
Rider seat: Kenworth Air cushion Plus HB cloth.  Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6- 23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Black seat belts for T700, gray on all other models.	0
Driver/Rider seat belts: Orange seat belts. Replacing standard color.	0
Kenworth radio: AM/FM/weather band. W/LED lighting.	4
Dash mounted CB assembly: W/leads & antennas. Includes dual antenna leads & dual antennas.	4
Self cancelling turn signal: W/head light dimmer switch	0
Cab access contoured grabhandles, LH/RH.	0
DAYLITE DOOR: LH/RH INCL RH PEEPER WINDOW	0
Single rectangular air horn 23 in. LH top of roof Includes air horn cover.	6
Single convex mirror 8-1/2 in. x 4-7/16 in. located on rider side, and non-heated.	0
Mirror: Dual Kenworth aerodynamic heated motorized 7 in. x 13 in. mirrors. Mirror shell painted cab color, mirror arms black. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8-1/2 ft load width. Switch located on door pad.	26
Rear cab stationary window 17 in. x 36 in.	0

Printed:	5/3/2013 9:17:12 AM	Complete	Model Number:	T300 Series Conventional.
Effective Date:	Jan 1, 2013	-	Quote/DTPO/CO:	Q63299583
Prepared by:	ID: JL Watring		Version Number:	30.10

68388-10B24-0096 Page 6 of 8



	Description	Weight
	Manual LH & electric-powered RH door window.  Switch located on door.	0
Lights & Instrumen	ts	
	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0
	Marker Lights: with small round base, Five cab roof mounted.	0
	Turn Signal Lights: Mounted on fender	0
	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0
	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	. 4
	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Breakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, hom, fuel heat, gauges, wipers, air dryer, HVAC controls, panel lamps.	0
Air Equipment		
	Air Dryer: Bendix AD-IS heated.	0
Extended Warranty		
•	Medium-duty Warranty: 1-year/unlimited mi.	0
	EW: US Basic Vehicle 2 year/200,000 miles, United States only.	0
	PACCAR PX-9 EW: Protection Plan 1, 2013 PX-9 - 5 Years / 200,000 miles (321,869 km). Each code registered between 366 and 546 days after the vehicle's in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200,000 miles or 545 days past the in-service date.	0
	Medium-duty Emissions Surcharge \$7000.	0
Miscellaneous		
	Additional lead time required for off highway & /or specialty component truck.	0
	Triangle reflector kit. Kit consists of 3 triangles in plastic carrying case.	4
	One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.	11
Paint	Paint color number.	0
	N97020 A - L0235EB CANDY APPLE R N97200 FRAME N0001EA BLACK	J
	Imron solid 1 color non-sleeper Spec A.	0

Printed:5/3/2013 9:17:12 AMCompleteModel Number:T300 Series Conventional.Effective Date:Jan 1, 2013Quote/DTPO/CO:Q63299583Prepared by:ID: JL WatringVersion Number:30.10



Description

Base coat/clear coat.

The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications.

Kenworth is standard with Dupont Imron Elite paint.

**Total Weight** 

11143

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:5/3/2013 9:17:12 AMCompleteModel Number:T300 Series Conventional.Effective Date:Jan 1, 2013Quote/DTPO/CO:Q63299583Prepared by:ID: JL WatringVersion Number:30.10

68388-10B24-0096 Page 8 of 8

#### KNAPHEIDE TRUCK EQUIPMENT CENTER-JC

6603 Business 50 West JEFFERSON CITY, MISSOURI 65109



Phone (573-893-5200) fax: 573-893-5344

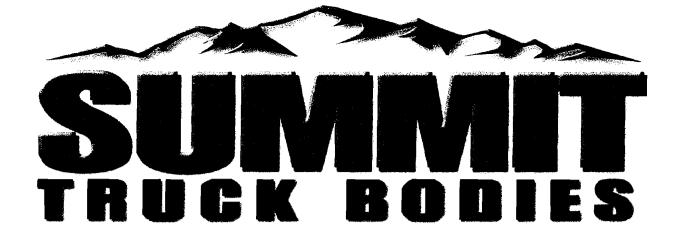
repared FOE	BOONE COUNTY	CA= 60inches	Maga
	- POONE COUNTY	I CAR FUNDANCE	
	- PACKE COUNTY		···
	- · · · · · ·	Wheelbase=inc	nes
	PUBLIC WORKS	Make=	
	Bid 20-03MAY13	Model=	
To the control of the Control of the Control	Opens 5-3-13 10:30am	Year=	
TY Stock Number	Description	Unit Price	Amount
	4.8.3 Optional Service Body per 2.4	ì	Ì
. 1  6169DLHH-60.	Knapheide Crane Body Package		
	Length: 169 1/4"	i	ĺ
	Width: 94"		
	Compartment Height: 60"	i	ĺ
1	Compartment Depth: 22"		
}	Floor Width: 50"	Ì	ĺ
	Electro-coat prime system		
	Fully undercoated	i	ĺ
1	Body is 14 gauge construction	ļ	
	Double panel doors 20 gauge inner, 14 gauge outer		-
1	External rear light mounts (Decreases loss of compartment space)	1	
	Stop, tail, turn lights	4	
	Painted single stage white		
	Also includes the following options	l	
	Torsion-box understructure w/isolated crane		
	compartment on curb side rear		
	<ul><li>{6} recessed cargo tie downs</li><li>{2} rear mounted chrome grab handles</li></ul>	'	
	Overlapping doors on street side and curb side	(	
}	front verticals and both horizontals		
	12" slam style tailgate	1	
	3 point stainless steel latches		
	21" step bumper with thru compartment, 2" reciver tube	ľ	
	Outrigger tube 4"x6"x3/8" wall & 2" tube f/vise stand {1} inc		
	Line-X floor, Black		
	Manual master lock system		
1	3-Drawer unit		l (
	Welder opening, reinforced		
	Back up alarm	4	1
0-4:1-	Installed	\$34,614.00	
Option's			
	Comp rope lighting	ADD	\$770.00
	{2} Ecco LED rectangular wotks lights	ADD	\$485.00

Quo	tea	Бу

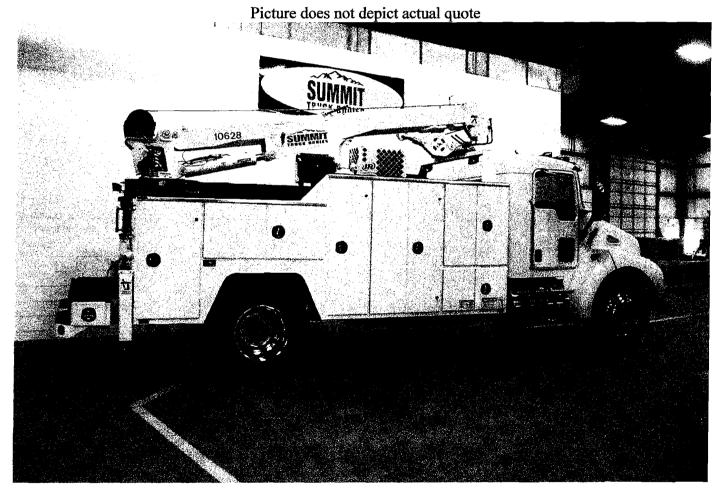
Ron Lehman

Proposal is valid for a period of 30 days.

Sales Tax	\$ _
FET Sales Tax	\$ _ }



### **New Build 10-Series**



MHC Kenworth
Prepared for James Watring
April 30, 2013

PREPARED BY: Dustin Sonderegger

#### 10-SERIES SERVICE BODY / COMPRESSOR

- INSTALLED ON CUSTOMER SUPPLIED CHASSIS
- SUMMIT 14' BODY CONSTRUCTED OF 10 GA GALVANEALED STEEL
- SUMMIT 10620 CRANE WITH RADIO REMOTE LED COMPARTMENT LIGHTS
- HYDRAULIC UP/DOWN OUTRIGGERS HYDRAULIC IN/OUT
- COMPARTMENT LIGHTS
- VAN-AIR RC-40 CFM HYDRAULIC AIR COMPRESSOR
- GRANITE TOOL DRAWER LIFE TIME WARRANTY
- 24" WORK BUMPER WITH STORAGE

TOTAL INVESTMENT PER BODY	\$ 66,36 <u>2.00</u> each
FIVE YEAR WARRANTY ON ALL SUMMIT M	IANUFACTURED
COMPONENTS AND PAINT	

60/60/60/60 LUBE SKID PACKAGE

\$ 10,4<u>95.00</u> each

Please fill out the information below and emai	l or fax to 816-454-7837 to j	place order for this equipment
--	-------------------------------	--------------------------------

Accepted by:	Date:
PO Number	
Terms are due upon receipt unless prior credit arrangements are n	nade at the time of order
PRICES DOES NOT INCLUDE STATE OR LOCAL TAXES	
F.O.B WATHENA, KS	

**QUOTE VALID FOR 30 DAYS** 

#### Body construction as follows:

- 10-ga galvanealed body 170" lg.
  22" deep side packs
- 54" cargo floor
- 62" compartments on driver's side
- 62" P1, P2 and P3 compartments with remainder at 50" on passenger side
- Six (6) tie-down rings in cargo area on cargo walls equally spaced three (3) per side
- Body attached to frame with grade 8 bolts and shear plates
- Compartmentation as follows:

#### **Driver Side**

- D-1 Wide compartment, Granite tool drawer installed in bottom of compartment, 3-5" H drawers, 500 lb slides with dividers, LIFE TIME WARRANY
- D-2 Two (2) adjustable shelves with dividers
- D-3 One (1) adjustable shelf with dividers
- D-4 Two (2) adjustable shelves with dividers

#### rassenger Side

- P-1 Combination compartment w/ reinforced rear section for torch bottles, front section cutout for welder to customers specs
  - Adapter plate not installed until welder model specified
- P-2 Two (2) adjustable shelves with dividers
- P-3 Two (2) adjustable shelves with dividers
- P-4 One (1) adjustable shelf with dividers
- P-5 Standard crane pedestal, hydraulics for crane/outriggers, air delivery components
  with air reel delivery out rear of compartment (If no crane is selected the compartment will
  have shelves and no crane pedestal)

#### **Electrical Features:**

- Flush mount light kit with back-up alarm
- 12 volt lights in each compartment with switches mounted in crane pedestal Enclosed electrical panel in crane compartment
- Pendant alarm mounted in crane pedestal with lighted buzzer in cab

#### **Additional Features:**

- Standard light bar
- 24" tool bumper with door each side, divider, V-channel, with receiver tube
  - Standard outrigger hydraulic in/out & hydraulic up/down
- Two (2) grab handles at rear one (1) each side
- 12" H tailgate
- One (1) hose retainer to ship loose

400-80108

Torch bottle provisions shipped loose

#### **Included Options:**

- Summit model 10620 telescopic crane (55,000 ft lb)
  - o Capacity rating: 10,000 lbs @ 6 feet
  - o Proportional hydraulic system
  - o Planetary winch @ 60' per minute
  - Standard radio control pendant with 30' back-up cord
  - Traveling block and bearing type swivel hook
  - o Boom support and hook anchor
  - o Remote Engine start / stop connected to switch crane pendant

#### • Vanair RC40 cfm hydraulically driven air compressor with the following:

- Plumbed to crane compartment w/ FLR and ½" x 50' spring rewind hose reel payed out rear of truck
- ASME under body air storage tank
- Compressor installed on driver's sidepack above D1 compartment
  - Plumb compressor down through cargo floor
- 32 gallon hydraulic reservoir
  - Mounted on front of body b/w cab and body
- o Bolt on bulkhead shipped loose for customer installation

#### Finish and Paint

- Heated phosphate wash entire unit
- Epoxy Seal for adhesion
- Single color finish coat all external areas of body and accessories with "PPG" Dell Fleet paint
- Interior compartments standard finish

- Paint Code # N0006
- Undercoat bottom area of body
- Safety placard and decals
- Line-X sprayed in/on the following areas
  - o Front of side packs
  - o Tops of side packs
  - o Cargo area
  - o Bumper work surface and step

#### Chassis Specifications:

o Truck Make/Model/Drive axles: Customer Supplied Chassis



#### MHC Kenworth – Columbia 8660 l-70 Drive SE Columbia, Missouri 65201

Date:	5-17-13	
From:	J.L.	<u> </u>
Phone #:	(573) 474-8400	Fax #: (573) 474-8420
Number of	pages including cover sheet:	
PLEASE D	ELIVER THE FOLLOWING PAG	EES TO:
Name:	GREG EDINGTON	
Company:	Boone County Pu	BLIC
Fax #:	573-875-1602	
Remarks:	Bid For Service	Truck INCLUDIS DUAL
	LEVERING VALVE INST	ALLED AT MHC
	FACTORY INSTALLED	AIRCINES TO End
	Of Tromi Con 7.	WHILE & 5 years
	Accison TAMEMISSION	Wanamiy
		IJANIS AST WOR

From: Greg Edington
To: Amy Robbins
Date: 5/17/2013 2:59 PM
Subject: For Shop Truck Documentation
Attachments: MHC Shop Truck.pdf

Please see the attached.

Thank you,

Greg

Message id:

51968C07.DCC: 157: 10271

Subject:

For Shop Truck Documentation

Created By:

GEdington@boonecountymo.org

**Scheduled Date:** 

Creation Date:

5/17/2013 2:59 PM

From:

Greg Edington

Recipients

Comment Action Date & Time Recipient

GC-GWPO.BC-GWDOM

To: Amy Robbins (ARobbins@boonecountymo.org)

**Post Offices** 

**Delivered** Route **Post Office** 

GC-GWPO.BC-GWDOM boonecountymo.org

**Files** 

Size Date & Time File 5/17/2013 2:59 PM MESSAGE 523

5/17/2013 9:15 AM 25259 MHC Shop Truck.pdf

**Options** 

**Concealed Subject:** Νo None **Expiration Date:** 

Priority: Reply requested by

Security:

Standard None Standard

To Be Delivered: Immediate

**Junk Mail Handling Evaluation Results** 

Message is not eligible for Junk Mail handling

Message is from an internal sender

Junk Mail settings when this message was delivered

Junk List is not enabled Junk Mail using personal address books is enabled Junk iCal Mail using personal address books is not enabled Block List is not enabled



## BOONE COUNTY, MISSOURI Request for Bid #: 20-03MAY13 -- Single Axle Shop Truck

#### ADDENDUM #4 - Issued April 24, 2013

This addendum is issued in accordance with the Bid Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **Should be acknowledged** and submitted with Bidder's **Response Form**.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

#### **Replace Section:**

"2.3.26. Rear Suspension, Single: 30,000 flat leaf rear suspension with radius rod."

#### With:

"2.3.26. Air Ride suspension with dual leveling valves with Dump Valve mounted in the Cab. 23,000 lbs min. capacity."

By: Amy Rollbins
Senior Buyer

OFFEROR has examined copy of Addendum #4 to Request for Bid 20-03MAY13 - Single Axle Shop Truck receipt of which is hereby acknowledged:

Company Name:	M# C		NWONTH		<del>-</del>
Address:	8660	FTO	DRIVE	SE	Coumsin M
Phone Number: <u>57</u>	3-474-8400	Fax	x Number: 5		4-8420
Authorized Represent	ative Signature:	Ge 10	Da Da	ate: 5	3-/3
Authorized Represent	ative Printed Name	/ J	L. WATE	1146	



#### **BOONE COUNTY, MISSOURI** Request for Bid #: 20-03MAY13 - Single Axle Shop Truck

#### ADDENDUM #3 - Issued April 23, 2013

This addendum is issued in accordance with the Bid Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum Should be acknowledged and submitted with Bidder's Response Form.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Change Section 2.3.1. to read:

"Cab to Axle Length: 124" minimum."

Senior Buyer

OFFEROR has examined copy of Addendum #3 to Request for Bid 20-03MAY13 - Single Axle Shop Truck receipt of which is hereby acknowledged:

Company Name:

Address:

Phone Number: <u>573-474-8400</u> Fax Number: <u>573-494-8420</u>

Authorized Representative Signature: Date: 5-3-/3



## BOONE COUNTY, MISSOURI Request for Bid #: 20-03MAY13 - Single Axle Shop Truck

#### ADDENDUM #2 - Issued April 22, 2013

This addendum is issued in accordance with the Bid Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **Should be acknowledged** and submitted with Bidder's **Response Form**.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County is adding the following edits / clarifications to the bid specifications:

Edit: Section 2.3.13. Remove the last sentence of this paragraph which reads, "Electrical disconnect front harness for guidepost lights with connectors located at headlight connection" because it refers to snow plow lights and they are not needed on this truck.

Edit: Section 2.3.19. Remove the word "stationary" in front of "grille." Since the truck will not have a snow plow, it is O.K. to have a moving grille.

Clarification: Truck must have a clear frame in back of cab. Truck manufacturer may route a horizontal exhaust under the truck if there are no other alternatives. A vertical exhaust is preferred.

By: Amy Robbins
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid 20-03MAY13 - Single Axle Shop Truck receipt of which is hereby acknowledged:

Company Name:	C REMONTH
Address:	Coumsia Mo
Phone Number: <u>573-474-8400</u>	
Authorized Representative Signature:	Date: 5-3-13
Authorized Representative Printed Nar	ne: IL WATRING

RFB #: 20-03MAY13



## BOONE COUNTY, MISSOURI Request for Bid #: 20-03MAY13 - Single Axle Shop Truck

#### ADDENDUM #1 - Issued April 19, 2013

This addendum is issued in accordance with the Bid Response Page in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **Should be acknowledged** and submitted with Bidder's **Response Form**.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Delete the following sentence from Section 2.3.13. Electrical System(s):

Auxiliary harness for auxiliary front headlights and turn signals for front snowplow application; includes lighted toggle or rocker switch and wiring for snowplow lights.

There will be no snowplow installed on this truck.

By: Amy Robbins
Senior Buyer

4/19/13

OFFEROR has examined copy of Addendum #1 to Request for Bid 20-03MAY13 - Single Axle Shop Truck receipt of which is hereby acknowledged:

Company Name:	MAC KENWORTH
Address:	Cownsia Mo
Phone Number: 573-4	
Authorized Representative	Signature: $\int \int \sqrt{M} dt$ Date: $\frac{5-3-13}{2}$
Authorized Representative	
RFB #: 20-03MAY13	1

1111

# Request for Bid (RFB)

**Boone County Purchasing** 

613 E. Ash, Room 109 Columbia, MO 65201

Amy Robbins, Buyer

(573) 886-4392 – Fax: (573) 886-4390 Email: arobbins@boonecountymo.org

Bid Data

Bid Number: 20-03MAY13

Commodity Title: Single Axle Shop Truck

## DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: *Friday*, *May 3*, *2013* 

Time: 10:30 A.M. Central Time. (Bids received after this time will

be returned unopened)

Location / Mail Address: Boone County Purchasing Department

Boone County Annex Building 613 E. Ash Street, Room 109

Columbia, MO 65201

Directions: The Purchasing office is located on the Southeast corner at 7<sup>th</sup>

Street and Ash Street. Enter the building from the South side.

Wheel chair accessible entrance is available.

Bid Opening

Day / Date: Friday, May 3, 2013

Time: 10:30 A.M. Central Time. (Bids received after this time will

be returned unopened)

Location / Address: Boone County Purchasing Department

Boone County Annex Building 613 E. Ash Street, Room 109

Columbia, MO 65201

#### **Bid Contents**

1.0: Introduction and General Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

4.0: Response Form

Work Authorization Certification Certification of Individual Bidder

Debarment Form

**Standard Terms and Conditions** 

No Bid Response Form

- 1. Introduction and General Conditions of Bidding
- 1.1. **INVITATION** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
  - Purchasing The Purchasing Department, including its Purchasing Director and staff. Department/s or Office/s The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought. Designee The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
  - *Bidder* Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
  - Contractor The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

    Supplier All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** The written, sealed document submitted according to the Bid instructions.
  - 1.3. **BID CLARIFICATION** Questions regarding this Bid should be directed in writing, preferably by fax or email, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility -** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
  - 1.4. **AWARD** Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous

- experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
  - 1.7. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
- 2.1. **ITEMS TO BE PROVIDED** One (1) 2014 or current model Single Axle Truck with Optional Service Body.
- 2.1.1. Quantity One (1) Note: Vendor will be bidding on One (1) truck.
  - 2.2. GENERAL REQUIREMENTS
- 2.2.1. Unit shall consist of a one-person operated control and loading system and shall be designed and constructed for performance, durability, dependability and safety.
- 2.2.2. Equipment shall be bid as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
- 2.2.3. All items bid will include installation.
- 2.2.4. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard warranty policies.
  - 2.3. SINGLE AXLE TRUCK MINIMUM SPECIFICATIONS
- 2.3.1. Cab to axle length: 108" minimum. 124
- 2.3.2. Frame Rails: Heat treated Alloy Steel (120,000 PSI Yield)

Frame Extension: None.

NOTE: Frame will exceed 2,037,600 RBM all the way through the truck frame. If dealer cannot supply 2,037,600 RBM all the way through, it is the responsibility of the bidder to submit in written form with their response, a guarantee of the frame breaking for as long as Boone County owns the truck.

- 2.3.3. Tow Hook: front, two (2), frame mounted
- 2.3.4. Bumper: Steel, swept back design.
- 2.3.5. Front Axle: SBA (Set Back Axle), I-Beam type, 10,000 lb. minimum capacity, Wide track.
- 2.3.6. Front Shocks: heavy-duty.
- 2.3.7. Front Springs: parabolic, taper leaf; 12,000 lb. minimum capacity.
- 2.3.8. Front Spring Pins: pins and rubber bushings, maintenance-free.
- 2.3.9. Brake System: ABS Full vehicle wheel control system (4-channel) with automatic traction control. Bendix air brakes, anti-locking (ABS), Q-plus linings; dual service brake system for straight truck applications. Air dryer with heater (Bendix AD-IP), standard location. Gauge: air pressure, dual. Air compressor air supply line through air cleaner. Brake lines color-coded nylon. Haldex or Gunite automatic slack adjusters in front and rear. Drain valve: Automatic (Bendix DV-2) for air tank. Inversion valve with integral check valve. Front brakes: air cam, S-cam, 16.5.0" x 6.0"; includes 24 sq. in. long stroke brake chambers. Omit front brake dust shields. Rear brakes: air cam, S-cam, 16.5" x 7.0"; includes 30/30 sq. in. long stroke brake chambers and heavy-duty spring actuated parking brake. Brake chamber to located inside rear tire envelope for clearance to the hitches. Air compressor shall be largest size available for the unit. Vendor to indicated size on the Bid Response Sheet. Parking brake valve shall have color-coded knob located on instrument panel. Air pressure gauge shall have Air 1 and Air 2 Gauges located in instrument cluster.
- 2.3.10. **Steering:** Single steering gear, power steering able to handle axle ratios; includes 2-spoke steering wheel, tilt/telescoping steering column.
- 2.3.11. **Exhaust:** Single, horizontal after treatment device frame mounted outside right under cab; includes vertical tail pipe and bright stainless steel guard.
- 2.3.12. **Trailer Package:** Units shall be equipped with trailer connections four (4) wheel with hand control valve and tractor protection for straight truck applications. Unit shall have 7

- way heavy duty trailer plug. Hitch to be receiver style
- Electrical System(s): 12-Volt Standard equipment, heavy-duty wiring to rear of frame with stop, tail, turn and marker lights circuits, ignition controlled auxiliary feed and ground; chassis wiring coded throughout; turn signal switch with hazard flasher overrides brake (to be done with programming system controller); includes extra heavy duty electronic turn signal flasher system(s) that will be capable of signal and hazard flashing multiple lamps with turn signal switch self-canceling with integral hazard switch and data link connector in cab for vehicle programming and diagnostics. Headlight dimmer switch integral with turn signal switch. Five (5) amber LED roof marker lights flush mounted on cab. Windshield wipers switch 2-speed integral with turn signal switch with mist wiper/washer and intermittent wiper feature. Windshield wipers single motor, electric, cowl mounted. Fuses and breakers: SAE blade type. Auxiliary harness for auxiliary front headlights and turn signals for front snowplow application; includes lighted toggle or rocker switch and wiring for snowplow lights., Cigar type power source receptacle. Power source, terminal type 2post. Headlights: two (2) Halogen. Parking lights integral with front turn signals and rear taillights. Stop, turn and dual rear combination with reflector backup lights. Starter switch electric, key operated. Turn signals front flush mounted. Exterior cab mounted pedestal type adjustable drivers side work light; includes lighted toggle or rocker switch on instrument panel and wiring. Electrical systems shall include heavy-duty wiring body builder's connections in back of cab at frame; includes sealed electrical wiring connectors for tail/amber turn, marker, back-up, accessory power, ground and sealed connector for stop/turn. Circuit breakers with manual reset (Main Panel). Include separate auxiliary factory installed low washer fluid warning indicator/alarm, and factory installed electrical circuits for heated mirrors, and auxiliary work light and aux. strobe lights; includes, wiring, switch and all necessary mounting hardware. Tail light wiring modified to include separate wiring for standard left and right taillights with 8' of extra cable and separate wiring for left and right body mounted taillights. Electrical disconnect front harness for guidepost lights with connectors located at headlight connection.
- 2.3.14. **Optional:** Two-way/CB radio power to the center overhead console, antenna installed on mirror bracket and coaxial cable routed to same overhead console.
- 2.3.15. Horn, Air: air single trumpet minimum. Electric city horn on steering wheel.
- 2.3.16. Alternator: 12-volt, 160 amp capacity minimum.
- 2.3.17. **Battery System:** maintenance free, three (3) Group 31 or equal in other configurations, 3300 CCA minimum total. Battery box, steel and mounted on driver's side UNDER cab.
- 2.3.18. Radio System: AM/FM stereo with weather band, electronic tuning and clock; includes two (2) dual cone speakers.
- 2.3.19. Front End: Fiberglass, tilting, includes easy tilt hood and stationary grille. Upgrade grill, headlight bezel and other trim to be chrome finish.
- 2.3.20. **Torque Converter:** Application to match engine to automatic transmission mechanical ratios.
- 2.3.21. **PTO Effects:** PTO provision on transmission.
- 2.3.22. Engine: Diesel engine 8.3 L minimum, electronic, wet-sleeved cylinders, high torque, 270 HP @ 2200 governed RPM, 800 lb.-ft. Torque @1400 RPM; includes Bell Housing, electric engine shutdown, governor close regulated, starter motor, air cleaner restriction gauge, magnetic engine oil drain plug, fan drive with nylon fan, engine block heater 120-volt/1250-1500 watt, air cleaner single element with integral snow valve and in-cab control; electronic engine speed control for PTO with electronic mobile variable speed control mounted on steering wheel. Automatic On/Off Type Control, Fan Drive. Internal Jacobs compression

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brake.

- 2.3.23. Radiator: Adequate for cooling specified engine and components effectively.
- 2.3.24. **Transmission:** heavy-duty automatic wide ratio (Allison 3000-RDS) programmed as 6-speed with push button shift control with double overdrive, less retarder. A dash mounted push-button shift control shall be supplied. Shall have Allison approved synthetic fluid.
- 2.3.25. Rear Axle: Single reduction, 23,000-lb. minimum capacity with 200 wheel ends. Axle gear ratio of 5.63 shall be setup to maintain truck highway speed at 70 mph fully loaded; includes magnetic rear axle drain plug. Locking differential in rear axle. Shall have synthetic fluid.
- 2.3.26. Rear Suspension, Single: 30,000 flat leaf rear suspension with radius rod.
- 2.3.27. Fuel Tank: One (1) single top draw; aluminum (non-polished), 60 U.S. gallon minimum capacity with quick connect outlet and center and bottom steps, mounted on left side under cab.
- Cab, Cowl, Body: Paint schematic: single color RED, design 100 AG; paint type, base 2.3.28. coat/clear coat, 1-2 tone. Cab conventional, wide-body. Cab interior trim, premium; includes thermometer and compass. Arm rest on each door. Black rubber floor covering. Grab handle: one(1) towel bar type. Anti-slip rubber for cab entry mounted left. Glass: all windows, tinted. Mirrors: two (2) heated, power adjust, rectangular, brackets breakaway type with integral convex mirror heads on both and thermostatically controlled, bright finish heads and brackets. Gauge cluster: English with electronic engine oil pressure, fuel, water temperature, speedometer and tachometer for air brake chassis and voltmeter gauge. Must include odometer display to read miles, trip miles, engine hours and trip hours. Must include a visual and audible warning/alert system for low fuel, low oil pressure, high engine coolant temperature and low battery voltage. Seat for driver shall be air suspension (National Series 2000), high-back with integral headrest, cloth, isolated with two (2) position front cushion adjustment, -3 to 19 degree seat back adjustment and air lumbar support, includes 3-point seat belt, lap and shoulder belt type. Seat for passenger shall be the same as driver's seat, including 3-point seat belt. Padded dash. Air conditioner with integral heater and defroster. Cab interior and trim: deluxe application with overhead console. Cab rear suspension, air bag type. Fenders shall have flare extensions.
- 2.3.29. Wheels: Front: disc; 22.5" steel, 10-stud hub-piloted, flanged nut, metric mount, 8.25 DC rims with steel hubs; Powder coated white. Rear: dual disc; 22.5" steel, 10-stud hub-piloted, flanged nut, metric mount, 8.25 DC rims with steel hubs; powder coated white. Wheel seals in front and back include; oil-lubricated wheel bearings.
- 2.3.30. **Tires:** Rear: four (4),11R22.5, load range H, 16 ply. Mud and snow type. Front: two (2), 11R22.5, load range H, 16 ply.
- 2.3.31. **Auxiliary Components:** All factory installed electrical wiring and connectors necessary for installation of a service body.
- 2.3.32. Mudflaps: front, standard equipment.
- 2.3.33. Trailer Hitch: Truck shall have all items installed for a Type V receiver hitch.
- 2.3.34. Warranty: Base vehicle warranty, 24 Months/Unlimited miles. Engine extended service warranty, 5 years/200,000 miles including injectors and turbo. Transmission warranty, 5 years/unlimited miles. Frame rails, cowl and cab structure warranty against corrosion, 5 years/unlimited miles.

**NOTE:** Successful vendor shall be responsible for transporting truck to and from their repair facility for warranty maintenance and repair; includes all applicable service and transport fees and/or charges.

2.3.35. **Manuals:** A service manual, parts manual, wiring diagram and bodybuilder's book for trucks, and line sheet of parts used to build the truck shall be included. A custom parts and

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- Service DVD shall be provided.
- 2.3.36. **Training:** Any training video's that apply to the truck shall be supplied (engine, transmission operation). Any CD's or DVD's used for engine, transmission, and ABS brake diagnosis shall be supplied.
  - 2.4. OPTIONAL SERVICE BODY MINIMUM SPECIFICATIONS
- 2.4.1. Body to be a 14' Knapheide model 6169DLHH-60KJ or equal with the following compartments:
- 2.4.2. **Street Side:** (All dimensions are nominal) Starting at Cab Box 1: 54.75" x 60" County to transfer over tool drawer unit (AG brand) and requesting an additional 15" 3 drawer unit to utilize with existing. Box 2: 36.50" x 60". Box 3 (over wheel): 52.75" x 30.5" with double door, hinged on sides. Box 4: 24.75 x 60".
- 2.4.3. Curb Side: (All dimensions are nominal) Starting at Cab –Box 1: 36"x60" with 20"x30" opening cut in the back starting at cab side approximately ½" from the top of the box and 2.5" from cab side. Opening to be reinforced on the interior by ½" W x ¼" thick at top and 2" W x ¼" thick on bottom and sides. Two bottle torch rack to be installed on inside of cabinet opposite the cab side. Box 2: 30.75" x 60". Box 3: 16.75" x 60". Box 4 (over wheel): 53.25" x 30.5" with double door, hinged on sides. Box 5 (Crane Support Box): 24.75" x 60" with outrigger controls.
- 2.4.4. Other Body Specifications: Each side of compartments shall be lockable with one easy motion and padlocks. Unit shall have a bolt on cab protector with a fully punched window. All doors to have Stainless steel "T" handles. Bumper to be Knapheide DLH series or equal and be rated for 30,000 lb. trailer weight and 6,000 lb. tongue weight. Floor of body to have spray-in lining. All other exposed areas painted to match truck color.
- 2.4.5. Outriggers: Outriggers installed to be hydraulic out/down located in the bumper assembly.
- 2.4.6. Air Compressor: 35 CFM hydraulic rotary screw compressor with 50' x ½" hose reel and fairlead through the curbside rear compartment.
- 2.4.7. Crane (Optional): 55,000 ft.-lbs. with 10,000 max. capacity and 21' hydraulic reach. Planetary winch with 7/16" cable and double acting cylinders with integral holding valves and filters. Crane hook, snatch block, anti-two block device, boom support, RF wireless remonte with backup pendant control, and in-cab control panel included. Includes PTO mounted pump per crane specifications, hydraulic reservoir, and hydraulic shutdown.
- 2.4.8. Skid mounted lube unit (Optional): consisting of three oil containers and one used oil container with air pumps, reels, and metered dispenser nozzles. Tanks to be 40-60 gallons each and made with either steel or poly. Vendor to provide line sheet and specifications with bid response.
- 2.4.9. **Backup Alarm:** Unit to be equipped with audible backup alarm which engages when unit is in reverse gear.
- 2.4.10. Lighting: Manufacturer's Standard.
- 2.4.11. Warranty: Body and labor shall be for One (1) year from the date of delivery against manufacturer's defects. Warranty shall be the responsibility of the truck equipment installer. The warranty shall cover all items provided and/or installed to the dealer's truck chassis. Dealer/Builder shall state at what facility and location the warranty work will be performed.
- 2.4.12. **Training:** Any training video's that apply to the truck spreader and computerized control system shall be supplied. Any CD's or DVD's used for fault diagnosis shall be supplied. Vendor shall schedule through the shop superintendent employee general maintenance and operation of the material spreader computerized control system at time of delivery or startup. Subsequent initial mechanical and supervisory training shall be scheduled with the shop superintendent and again when equipment updates become necessary.

#### 2.5. **DEVIATIONS**

- 2.5.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
  - 2.6. **DESIGNEE** Boone County Public Works
- 2.6.1. Contact Amy Robbins, Senior Buyer, Boone County Purchasing Department, 613 E. Ash St., Room 109, Columbia, MO 65201. Telephone: 573-886-4392; Facsimile: 573-886-4390 or email: arobbins@boonecountymo.org
- 2.7. **DELIVERY:** Units shall be delivered with Bill of Sale and Title of Ownership.
- 2.7.1. **Delivery Terms:** FOB Destination Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
  - 2.8. ADDITIONAL TERMS AND CONDITIONS:
- 2.8.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
- 2.8.2. Vendor to include product literature for each proposed piece of equipment.
- 2.8.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.

#### 3. Response Presentation and Review

- 3.1. RESPONSE CONTENT In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section should contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. SUBMITTAL OF RESPONSES Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award -** Bid results are posted and may be viewed on our web page: www.showmeboone.com. (Purchasing/Bid Awards)
  - 3.3. **BID OPENING** On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. Removal from Vendor Database If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. EVALUATION PROCESS The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

#### 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.
- 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.
- 17. For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.

D:4 #20 02MAV42 Dana Andi 47 2042



"No Bid" Response Form

#### **Boone County Purchasing** 613 E. Ash Street, Room 109

Columbia, MO 65201

Amy Robbins, Senior Buyer (573) 886-4392 - Fax: (573) 886-4390

#### "NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid 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.

#### Bid: 20-03MAY13 – Single Axle Shop Truck

Business Name:			
Address:			
Telephone:			
Contact:			
Date:			
	<del></del>		
Reason(s) for Not Bidding:			
,,			
			_
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#### Search Results

#### Current Search Terms: MHC\* kenworth\* - columbia\*

scords found for current search.

SAM | System for Award Management 1.0

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.962.20130517-1146







#### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI **County of Boone** 

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the

 $11^{th}$ 

day of June 20 13

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Kenneth Rhoades in the amount of \$2,343.07 via check payable to Kenneth Rhoades and Boone Central Title, Escrow Agent, in that amount as recommended by the County Treasurer.

Done this 11th day of June, 2013

ATTEST:

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner

#### **Summary Order Kenneth Rhoades:**

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2012 tax sale surplus relating to parcel 04-507-00-01-101.00.

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was Kenneth Rhoades. Kenneth Rhoades has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim dated May 23, 2013, a copy of the Deed recorded at Book 3039, Page 162, Boone County Records, and other supporting documentation filed by Kenneth Rhoades are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to her office and made a part of the record before the Commission, is satisfied that Kenneth Rhoades is the owner of the subject property and as such is entitled to the total surplus of \$2,343.07 and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to Kenneth Rhoades in the amount of \$2,343.07 via check payable to Kenneth Rhoades and Boone Central Title, Escrow Agent, in that amount.

May 22, 2013

Boone County Collector 801 E. Walnut, Room 118 Columbia, MO 65201

RE: 320 E. Sneed St., Centralia, MO 65240

To Whom It May Concern:

RECEIVED:

MAY 28 2013

TREASURER'S OFFICE

I, Kenneth Rhoades, wish to redeem the above-described property that was sold to Agents National Title Insurance Co on August 28, 2012, as described by Tax Sale Certificate of Purchase recorded in Book 4019, Page 42, records of Boone County, Missouri.

I authorize Boone-Central Title Company to assist with my redemption of said property.

I authorize surplus funds to be made payable to me and Boone-Central Title Company and held by Boone-Central Title Company to facilitate the closing of my sale of said property.

I wish to finalize the redemption effe	ective <u>OSOP</u> .
Rout Steel of	S/23/13
Kenneth Rhoades	Date
STATE OF MISSOURI	
	ss:
COUNTY OF BOONE	
On this 100 day of Mules of Rhoades to me known to be the persor instrument, and acknowledged that they	before me personally appeared <b>Kenneth</b> nor persons described in and who executed the foregoing executed the same as their free act and deed.
IN TESTIMONY WHEREOF, I have ho	ereunto set my hand and affixed my official seal, at my the day and year first above written.
My term expires:	
	Mandathata NOTARY PUBLIC
(SEAL)	Armenda Heads Messay Courte  Boone County, Orate of the Target

My Commission Papers 1977 (1943) Confederation to 10302271



#### Nicole Galloway, CPA

Boone County Government Center 801 E. Walnut RM 205 Columbia, MO 65201-7798 Telephone 573-886-4365 Fax 573-886-4369

#### **SURPLUS CLAIM**

#### NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$3.3434 resulting from the tax certificate sale conducted by the Boone County Collector on that I am/was the legal owner of the below described property at the time the property was sold at the tax definquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge

Compression Number 100: 127

- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Property: Parcel: 04-507-00-01-101.00 Sec 15 T51 R11

Parcel address: 320 E Sneed St.

Legal Description: Lts 1&2 B41 in OT Centralia & W 16' of original st ROW of Bradford st. abutting Lts 1 & 2 as vacated by City of Centralia under Ord #1856 rec Book/Page 1165/911 as rec by WD Book / Page

3039/162

Current mailing address:		
320 E. Sneed St.		
Street		
Centralia	MO	65240
City	State	Zip
Social Security Number	· * · · · · · · · · · · · · · · · · · ·	
Driver's License/State ID Number	en e	
Daytime Telephone Number(s)	<u> </u>	The state of the s
Thomast S. Ilo	delp	5/23/13
Signature		Date
State of MISSIMI County of MISSIM		
On this Brd day of Mui		the undersigned notary public, personally
appeared Kinneth Rhuadi		wn to me to be the person(s) whose
name(s) is/are subscribed to the within instrume	nt and acknowledged that he/she/th	ey executed the named for the purpose
therein contained. In witness whereof, I hereunto	set my hand and official seal.	-
Antanto de la como de	y shedalo \$ 000	datach

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SOCIAL COMMUNICATION

EXACT NAME(S) ON TAX STATE	MENT: Rhoades	Kenneth	PARCEL NUMBER 04-507-00-01-101.00
	(LAST)	(FIRST) (MIDDLE)	Name, Address, Phone Number of Lien Search Company:
Situs Address: 320 E	Sneed St, Cent	ralia, MO 65240	Martie, Audiess, Phone number of their Search Company.
Legal Description: LOT 1	8 2 & W 16' VAC	BRADFORD ST SUR 60-3	79
			Searcher (print): Carrie Bellinghausen
			Signature of Searcher 1044 3
EP Initial if legal description matches d	lescription on delinquent statements. It	not, explain discrepancies on back	Date Searched 06/01/2012
NAME OF OWNER(S)	Kenneth Rhoades		ADDITIONAL INFORMATION/COMMENTS:
ADDRESS	320 E Sneed St, Centra	lia MO 65240	
TITLE TAKEN BY	Warranty Deed	1104 3.46 44-10	
DATE OF DEED	10/13/2006	DATE RECORDED 10.	/20/2006
BOOK/PAGE	3039/162		•
ADDRESS CORRECTION			the state of the s
FIRST DEED OF TRUST			
LENDER'S ADDRESS			
DEED OF TRUST DATE			
BOOK/PAGE	· · · · · · · · · · · · · · · · · · ·	LOAN AMOUNT	
ASSIGNED TO		DATE ASSIGNED	Terminania.
		DATE HOUIGHED	
SECOND DEED OF TRUST			
LENDER'S ADDRESS			
DEED OF TRUST DATE			
BOOK/PAGE		LOAN AMOUNT	
ASSIGNED TO		DATE ASSIGNED	
CHECK BOX IF ADDITI	ONAL DEED(S) OF TR	RUST SHOWN ON BACK OF THE	S SHEET
SPECIAL ASSESSMENTS		DATE	
ADDRESS			
FEDERAL/STATE TAX LIENS_		DATE	- 10 and
ADDRESS			
MECHANICS LIENS		DATE	
ADDRESS		Pt A TT	
JUDGMENTS	<u> </u>	DATE CASE#	
OTHER RECORDS	· · · ·	DATE	
(Lis Pendens, Bankruptcy, etc	-1	CASE#	thu po
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#### ADDITIONAL DEEDS AND COMMENTS

#### PARCEL NUMBER

04-507-00-01-101.00

DEED OF TRUST		
LENDER'S ADDRESS		
DEED OF TRUST DATE	DATE RECORDED_	
BOOK/PAGE	LOAN AMOUNT	
ASSIGNED TO		
	DATE ASSIGNED	
DEED OF TRUST		
LENDER'S ADDRESS		,
DEED OF TRUST DATE	DATE RECORDED	
BOOK/PAGE	LOAN AMOUNT	
ASSIGNED TO		-
	DATE ASSIGNED	
DEED OF TRUST		
LENDER'S ADDRESS		
DEED OF TRUST DATE	DATE RECORDED_	
BOOK/PAGE	LOAN AMOUNT	
ASSIGNED TO		
	DATE ASSIGNED	

NOTES

Recorded in Boone County, Missouri
Date and Time 10/20/2006 at 08:25:55 AM
Instrument # 2006029412 Book 3039 Page 162

Grantor DAVIDSON, DOROTHY L TRUSTEE Grantee RHOADES, KENNETH

Instrument Type WD

Recording Fee \$27.00 S No of Pages 2

S Den:
Bettle Johnson, Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

#### GENERAL WARRANTY DEED

This Deed, Made and entered into this 13 day of October, 2006, by and between

Dorothy L. Davidson, Trustee of the Dorothy L. Davidson Revocable Trustdated September 26, 2002

of the County of Boone, State of Missouri, Grantor(s), and

Kenneth Rhoades 320 E. Shaed St.

of the County of BOONE Centralia, mo 65240 State of Missouri, Grantee(s).

GRANTOR, Dorothy L. Davidson, Trustee of the Dorothy L. Davidson Revocable Trustdated September 26, 2002, warrants that she is the duly appointed, qualified and currently acting Trustee(s) of the aforementioned Trust, and that all powers granted Trustee(s) under said Trust, including those hereinafter described, remain in full force and effect, and that Grantor did not alter nor revoke said Trust Agreement, nor amend it, and did not request withdrawal from the Trust of the hereinafter described real estate, and Grantor further warrants that the provisions of the aforesaid trust grant the Trustee power to convey real property, including the real estate hereinafter described. Grantor further warrants that there are no other provisions in said Trust, or in any amendments thereto, which limit the aforementioned powers nor are there any provisions in said Trust by which Grantor retained or gave to any other person or organization the right to negate, consent or approve of the conveyance by Trustee of the real estate hereinafter described.

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 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 Estate, situated in the County of Boone and State of Missouri, to-wit:

Lots One (1) and Two (2) in Block Forty-one (41) in the Original Town, now City of Centralia, Boone County, Missouri, according to the recorded plat thereof.

And also, the Western Sixteen (16) feet of the original street right-of-way of Bradford Street abutting the above described tract of land as vacated by the City of Centralia, Missouri under Ordinance No. 1856 dated July 17, 1995 and recorded in Book 1165, page 911, Records of Boone County, Missouri.

Vision Form GWDEED Rev 09/22/02 PLT#02604588

http://www.ShowMeBoone.com

## Boone County, Missouri Unofficial Document

SUBJECT to terms, conditions, restrictions and reservations of record, if any

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee(s), and to the heirs and assigns of such party or parties forever.

The said Grantor(s) hereby covenanting that said party or parties and the heirs, executors, administrators and assigns 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 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 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Dorothy L. Davidson, Trustee

STATE OF MISSOURI
County of BOONE } ss. On this 13 day of October, 2006, before me personally

Dorothy L. Davidson, Trustee of the Dorothy L. Davidson Revocable Trustdated September 26, 2002

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

My term expires 5 | 17 | 09

AUDREY L. BLACK
Notory Public, State of Missouri
Boons County
Commission # 05707921
My Commission # 05707921

SME Vision Form GWDEED Ray 08/22/02 PLTB\*\*Esc No.>>

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EXACT NAME(S) ON TAX STATEMENT: Rhoades	s Kenneth	
Situs Address: 320 E Sneed St, Co	(FIRST) (MIDDLE)	Name, Address, Phone Number of Lien Search Company:
Legal Description: LOT 1 & 2 7 W/ 16' V	AC BRADFORD ST SUR 60-379	*I
		Searcher (print): Carrie Bellinghausen
2,		Signature of Searcher
EP Initial If legal description matches description on delinquent states	ents. If not, explain discrepancies on bank	Date Searched 06/01/2012
NAME OF OWNER(S) Kenneth Rhoades		ADDITIONAL INFORMATION/COMMENTS:
• • • • • • • • • • • • • • • • • • •	entralia, MO 65240	
TITLE TAKEN BY Warranty Deed	3500 00000 1100 0000 1000	
DATE OF DEED 10/13/2006	DATE RECORDED 10/2	20/2006
<b>BOOK/PAGE</b> 3039/162	<u> </u>	
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#### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI
County of Boone
In the County Commission of said county, on the

June Session of the April Adjourned

Term. 20 13

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached document expressing the intent of the County to be reimbursed from proceeds of tax-exempt obligations for expenditures related to a 911 center incurred prior to issuance of such obligations.

Done this 11th day of June, 2013

ATTEST:

wendy S. Moren

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson District II Commissioner ORDER EXPRESSING THE INTENT OF THE COUNTY OF BOONE TO BE REIMBURSED FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS FOR EXPENDITURES RELATED TO A 911 CENTER INCURRED PRIOR TO ISSUANCE OF SUCH OBLIGATIONS.

WHEREAS, on April 2, 2013, voters of the County of Boone (the "County") authorized the County to impose a new county-wide sales tax not to exceed three-eighths of one percent for the limited purposes of providing funding for a county-wide joint communications and dispatch center (911 Center), and for the funding of emergency management services, including the acquisition, improvement, construction, and equipping of facilities for said purposes and operating the same; and

WHEREAS, the County expects to finance the costs of the acquisition, improvement, construction, and equipping of facilities related to the 911 Center (the "Project") with proceeds of tax-exempt bonds, notes or a lease purchase financing ("Obligations"), and use revenues of the new county-wide sales tax to make debt service payments on such Obligations, subject to appropriation by the County Commission on an annual basis; and

WHEREAS, the County expects to make certain expenditures related to the Project and desires to express its intent to reimburse the County for such expenditures with the proceeds of Obligations to be issued at a future date;

## NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF THE COUNTY OF BOONE, AS FOLLOWS:

Section 1. Intent to Reimburse From Obligations. The County expects to make expenditures on and after the date of this Order in connection with the Project, and the County intends to reimburse itself for such expenditures with the proceeds of Obligations. The maximum principal amount of Obligations expected to be issued for the Project is \$25 million.

Section 2. Effective Date. This Order shall be in full force and effect from and after its adoption.



#### **MEMORANDUM**

#### USE OF TAX-EXEMPT BOND PROCEEDS TO REIMBURSE PRIOR CAPITAL EXPENDITURES

#### I. Introduction, Scope and Effective Date

Proceeds of a tax-exempt bond issue are subject to arbitrage yield restrictions, arbitrage rebate requirements and other limitations under the Internal Revenue Code of 1986, as amended (the "Code"). When bond proceeds are spent, they are no longer treated as proceeds, and therefore are no longer subject to these restrictions.

A bond issuer or conduit borrower of bond proceeds will often spend money on a project before the bonds are issued, intending to reimburse such expenditures from bond proceeds. The use of bond proceeds to reimburse prior expenditures is governed by Treasury Regulation § 1.150-2 (the "Regulation"), which applies to all tax-exempt borrowing, including traditional governmental bonds, bonds issued to benefit nonprofit, 501(c)(3) organizations, and bonds issued to benefit for-profit corporations, such as exempt facility multifamily housing and small-issue manufacturing bonds. This Memorandum summarizes the requirements of the Regulation.

The Regulation does not apply when bond proceeds are used to pay off an existing loan or other obligation, if the bond proceeds are paid out to an unrelated entity, such as a bank or other lender.

The Regulation applies to all bonds issued on or after July 1, 1993.

#### II. General Requirements

An allocation of bond proceeds to reimburse the issuer for an expenditure made before the bond issue date is treated as an expenditure of such proceeds if the issue meets the following three requirements—

- 1. nature of expenditure,
- 2. official intent, and
- 3. reimbursement period.

#### III. Nature of Expenditure

The expenditure to be reimbursed must be a capital expenditure, a cost of issuing bonds, a grant, a qualified mortgage loan, a qualified veterans' mortgage loan, or a qualified student loan. In addition, certain extraordinary, non-recurring working capital expenditures that are not customarily payable from current

revenues may be reimbursed, such as casualty losses or extraordinary legal judgments in excess of insurance coverage.

#### IV. Official Intent

- A. General Rule. The official intent requirement is satisfied if, not later than 60 days after payment of the original expenditure, the bond issuer declares its intent to reimburse the expenditure with proceeds of a borrowing.
- B. Who Must Declare the Official Intent? For traditional, governmental-purpose bonds, the bond issuer must declare the intent. If the issuer loans the bond proceeds to another governmental unit (e.g., if a state agency issues bonds and loans the proceeds to a city or school district), either the bond issuer or the borrower may declare the official intent. The same rule applies for the following private activity bonds:
  - Qualified 501(c)(3) bonds (bond proceeds will be loaned to an organization described in Code § 501(c)(3), such as a nonprofit health care institution, university, or nursing home),
  - Qualified student loan bonds.
  - Qualified mortgage bonds (also known as single-family mortgage revenue bonds).
  - Qualified veterans' mortgage bonds.

For these categories of private activity bonds, either the bond issuer or the borrower may declare the official intent and may make other certifications related to reimbursement, as appropriate. For all other private activity bonds, such as exempt facility, multifamily housing bonds and small-issue manufacturing bonds, the actual bond issuer must declare the official intent.

- C. Official Intent Requirements.
- 1. <u>Source and Form.</u> The declaration of official intent can be in any reasonable form, including:
  - (a) a resolution of the governing body of the issuer (e.g., a resolution passed by the city council or by the board of directors of a 501(c)(3) borrower);
  - (b) action by an appropriate representative of the issuer (e.g., a person authorized or designated to declare the official intent of the issuer); or
    - (c) specific legislative authority for issuing bonds for the project.
- 2. <u>Project Description/Fund Accounting.</u> The declaration of official intent must generally describe the project. A "project" includes a property, project or program (e.g., "highway capital improvement program," "hospital equipment acquisition," "school building renovation"). Alternatively, a project description is sufficient if it identifies, by fund name and functional purpose, the fund or account from which the original expenditure will be paid (e.g., "parks and recreation fund recreational facility capital improvement program").

The Regulation allows for a reasonable deviation between the project described in the official intent and the actual project, if the actual project is reasonably related in function to the project described in the official intent. For example, "hospital equipment" is a reasonable deviation from "hospital building improvements," but "city office building rehabilitation" is **not** a reasonable deviation from "highway improvements."

- 3. <u>Maximum Principal Amount</u>. The declaration of official intent must state the maximum principal amount of bonds expected to be issued for the project.
- D. Intent Must Be Reasonable. On the date of the declaration of official intent, the issuer must reasonably expect to reimburse the original expenditures from proceeds of a borrowing. Official intents declared as a matter of course or in amounts substantially greater than the amounts expected to be necessary for a project (e.g., blanket declarations) are not reasonable. Also, a pattern of failing to reimburse actual expenditures covered by prior official intents is evidence of unreasonableness, absent extraordinary circumstances.
- E. Suggested Forms of Official Intent. Attached to this Memo are two suggested forms of official intent: (1) a resolution to be adopted by the city council or board of aldermen of a city; and (2) a resolution of the board of directors of a 501(c)(3) corporation (the conduit borrower of bond proceeds) declaring official intent.

#### V. Reimbursement Period

- A. General Rule. Bond proceeds must be allocated to reimburse the original expenditure within 18 months after the later of—
  - 1. the date the original expenditure was paid, or
  - 2. the date the project was placed in service or abandoned,

but in no event more than three years after the original expenditure was paid.

- B. Longer Time Period for Certain Governmental Bonds. If the bond issue is exempt from arbitrage rebate under the \$5,000,000-\$15,000,000 small-issuer-exception (Code § 148(f)(4)(D)), the 18-month limitation is extended to three years, and the maximum three-year limit is disregarded.
- C. Reimbursement Allocation. The reimbursement allocation must be in writing and must evidence an issuer's use of bond proceeds to reimburse an original expenditure. If bond proceeds are allocated to a reimbursement within 30 days after the bonds are issued, the issuer may treat such proceeds as allocated (and therefore spent) on the issue date.
- D. Long-Term Construction Projects. The three-year maximum reimbursement period may be extended to five years if both the issuer and a licensed architect or engineer certify that at least five years are necessary to complete construction.
- VI. Exceptions to Official Intent and Time-Limit Requirements. Neither the requirement for a declaration of official intent (Part IV above), nor the 18-month/3-year time limit on allocating bond proceeds to reimbursement (Part V above) is required to reimburse the following costs:



- A. Issuance Costs. Costs of issuing bonds.
- B. De Minimis Expenditures. Expenditures not exceeding the lesser of \$100,000 or 5% of the proceeds of the bonds.
- C. Preliminary Expenditures. "Preliminary expenditures," not exceeding 20% of the aggregate issue prices of the bonds, expected to be issued for the project. "Preliminary expenditures" include architectural, engineering, surveying, soil testing, and similar costs that are incurred prior to commencement of construction, rehabilitation, or acquisition of the project. Preliminary expenditures do not include land acquisition, site preparation, or similar costs incident to the commencement of construction.

#### VII. Not Applicable to Refundings

The original expenditure to be reimbursed cannot be an expenditure to pay principal or interest on an obligation. For example, if a city uses cash on hand to pay off a maturing bond or note, then seeks to reimburse itself from a later tax-exempt issue, such a reimbursement would not be valid, and the proceeds so allocated would not be spent for tax purposes. Also, an issuer cannot reimburse itself for an expenditure which was paid from another obligation.

#### VIII. Anti-abuse Rules

- A. General Rule. A reimbursement allocation will not be treated as an expenditure of bond proceeds if such action (a) enables the issuer to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage, and (b) overburdens the tax-exempt market (known as an "abusive arbitrage device" under Treas. Reg. § 1.148-10).
- B. One-Year Step Transaction Rule. Normally, Treas. Reg. § 1.148-6 permits an issuer to allocate bond proceeds and other amounts to various uses using any reasonable, consistently applied allocation method. For example, an issuer may allocate cash on hand to pay issuance costs and to fund a bond reserve fund, and allocate bond proceeds to the project. Under the Regulation, however, if bond proceeds are allocated to reimburse an expenditure, and within one year thereafter funds corresponding to such proceeds are used in a manner that creates "replacement proceeds," the allocation is invalid. Replacement proceeds include amounts expected to be used to pay principal or interest of any bond issue, and amounts pledged to any bonds.

The meaning of the phrase "funds corresponding to the proceeds" is unclear. Presumably, it means that bond proceeds were first used to reimburse a borrower or issuer, then used within one year to establish a sinking fund or pledged fund for a bond issue. However, different methods may be used to trace or allocate such amounts, and the IRS may disagree with an issuer's method in order to invoke the anti-abuse rule. Therefore, we would not approve the use of cash from any source (other than a refunding bond issue) to establish a sinking fund or pledged fund for a bond issue within one year after a reimbursement allocation is made.

The anti-abuse rule does not apply to moneys deposited into a bona fide debt service fund.

July 2008



#### [Form of Official Intent Adopted by City]

## RESOLUTION OF THE CITY COUNCIL [BOARD OF ALDERMEN] OF THE CITY OF

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BE IT RESOLVED BY THE CITY COUNCIL [BOARD OF ALDERMEN] OF THE CITY OF
,, AS FOLLOWS:
RESOLVED, that the City of, (the "City") expects to make capital expenditures after the date of this Resolution in connection with the purchase of a new (the "Project"), and the City intends to reimburse itself for such
expenditures with the proceeds of bonds, notes, or a lease purchase agreement.
<b>RESOLVED FURTHER</b> , that the maximum principal amount of the lease agreement or othe obligations expected to be issued for the Project is \$
ADOPTED by the City Council [Board of Aldermen] this day of, 20
(SEAL)
ATTEST: Mayor
City Clerk

#### [Form of Official Intent—Conduit Borrower]

## RESOLUTION OF THE BOARD OF DIRECTORS OF [NAME OF BORROWER] DETERMINING ITS INTENT TO REIMBURSE ITSELF FOR CERTAIN CAPITAL EXPENDITURES.

EXI ENDITURES.
WHEREAS, [Name of Borrower] (the "Borrower") has made certain capital expenditures in connection with (the "Project"), prior to the date of this
Resolution, and the Borrower expects to make additional capital expenditures for the Project in the future.
<b>RESOLVED,</b> that the Borrower intends to reimburse itself for all or a portion of such expenditures, to the extent permitted by law, with the proceeds of bonds or other obligations to be issued by a political subdivision or other governmental entity for the benefit of the Borrower (the "Bonds").
<b>FURTHER RESOLVED,</b> that the maximum principal amount of Bonds expected to be issued for the Project is \$
* * * *
The undersigned hereby certifies that the foregoing Resolution was duly adopted by the Board of Directors of [Name of Borrower] on, 20
Secretary

#### **CERTIFIED COPY OF ORDER**

STATE OF MISSOURI **County of Boone** 

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the

11<sup>th</sup>

day of

June

13 20

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

Now on this day the County Commission of the County of Boone does hereby release a Letter of Credit from Boone County National Bank in the amount of \$29,520.00. Said letter was issued on behalf of Tompkins Homes & Development, Inc. for stormwater improvements on land located at State Route O., Columbia, MO 65203. The work has been completed as required. The original Commission Order accepting the Letter of Credit is 342-2011.

Done this 11th day of June, 2013

ATTEST:

Clerk of the County Commission

Presiding Commissioner

Karen M. Miller

District I Commissioner

Janet M. Thompson

District II Commissioner