

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

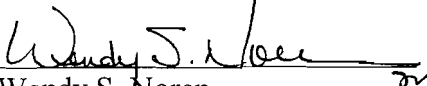
In the County Commission of said county, on the 22nd day of November 20 05

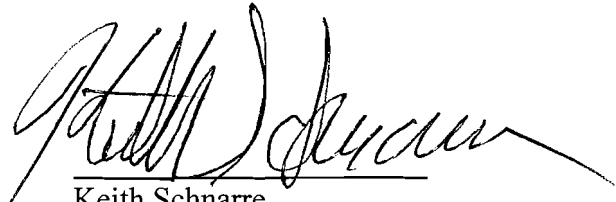
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 75-08NOV05 for the Smith Hatchery Road Culvert Replacement Project to Muenks Brothers Construction Company, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 22nd day of November, 2005.

ATTEST:

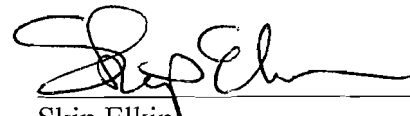

 Wendy S. Noren
 Clerk of the County Commission



Keith Schnarre
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



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

450-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: November 16, 2005
RE: 75-08NOV05 Smith Hatchery Road Culvert Replacement Project

The Bid for Smith Hatchery Road Culvert Replacement Project closed on November 8, 2005. Seven bids were received. Purchasing and the Public Work's department recommend award to Muenks Brothers Construction Co., Inc. for submitting the low bid.

Total cost of contract is \$49,692.80 with a 10% contingency of \$4,969.28 for a total Purchase Order amount of \$54,662.08. This contract will be paid out of department 2045 – Design and Construction, account number 71100 – Outside Services. The original budget was \$70,000.00.

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

ATT: Bid Tabulation

cc: Don Abell, Public Works
David Mink, Public Works
Bid File

Bid Tab 75-08NOV05

Smith Hatchery Road Culvert Replacement Project

Description	Muenks Brothers Construction Co Inc.				Boone Construction Co			
	Quantity	Unit	Unit Price	Extended Total	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	LS	2400	2400	1	LS	8400	8400
Construction Staking	1	LS	750	750	1	LS	1100	1100
Traffic Control	1	LS	2200	2200	1	LS	2200	2200
Removals	1	LS	5200	5200	1	LS	2700	2700
Excavation	74	CY	14	1036	74	CY	48	3552
Embankment	326	CY	13.5	4401	326	CY	26	8476
2: Thickness of 1: Surface Aggregate	16	TON	18	288	16	TON	21.5	344
4" Thickness of 2 1/2" Minus Base Rock	35	TON	18	630	35	TON	25.25	883.75
Turf Reinforcement Mat	85	SY	5	425	85	SY	20.5	1742.5
Type 2 Rip-Rap Rock Blanket	45	CY	38	1710	45	CY	30.15	1356.75
Field Seedling/Fertilizing/Mulch	1	LS	1000	1000	1	LS	2400	2400
Erosion Control Blanket	385	SY	3	1155	385	SY	2.45	943.25
120" Corrugated Metal Pipe (installation only)	40	LF	140	5600	40	LF	110	4400
18" Corrugated Metal Pipe (installation only)	6	LF	80	480	6	LF	47.5	285
Class D Concrete	33	SY	335	11055	33	SY	830	27390
Reinforcing Steel	7920	LBS	0.65	5148	7920	LBS	1.3	10296
Pipe Bedding Material	40	TON	26	1040	40	TON	50	2000
1" Clean Rock	80	TON	31.56	2524.8	80	TON	19	1520
Object Marker Signs	5	EACH	75	375	5	EACH	80	400
Drop Inlet Structure	1	LS	1750	1750	1	LS	4500	4500
Temporaty Silt Fence	175	LF	3	525	175	LF	3	525
TOTAL				49692.8				85414.25

Bid Tab 15-08NOV05

Smith Hatchery Road Culvert Replacement Project

Muenks Brothers Construction Co Inc.		Boone Construction Co	
Bond	Yes	Bond	Yes
Bidders Qualifications	Yes	Bidders Qualifications	Yes
Addendum 1	Yes	Addendum 1	Yes
Addendum 2	Yes	Addendum 2	Yes
Anti- Collusion	Yes	Anti- Collusion	Yes
Signature & Identity	Yes	Signature & Identity	Yes
Acknowledgement	Yes	Acknowledgement	Yes

C. L. Richardson Construction Company Inc.			Concrete Engineering LLC			Apex, Inc					
Quantity	Unit	Unit Price	Extended Total	Quantity	Unit	Unit Price	Extended Total	Quantity	Unit	Unit Price	Extended Total
1	LS	5860	5860	1	LS	2900	2900	1	LS	3000	3000
1	LS	1940	1940	1	LS	1000	1000	1	LS	2000	2000
1	LS	1600	1600	1	LS	1250	1250	1	LS	1000	1000
1	LS	6700	6700	1	LS	3000	3000	1	LS	3000	3000
74	CY	14	1036	74	CY	44	3256	74	CY	20	1480
326	CY	15	4890	15	CY	326	4890	326	CY	22	7172
16	TON	62	992	34	TON	34	544	16	TON	40	640
35	TON	37.5	1312.5	48	TON	48	1680	35	TON	40	1400
85	SY	13.65	1160.25	23	SY	23	1955	85	SY	35	2975
45	CY	35	1575	90	CY	90	4050	45	CY	35	1575
1	LS	1050	1050	1800	LS	1800	1800	1	LS	1000	1000
385	SY	3.15	1212.75	5	SY	5	1925	385	SY	10	3850
40	LF	190	7600	100	LF	100	4000	40	LF	90	3600
6	LF	140	840	137	LF	137	822	6	LF	200	1200
33	SY	740	24420	539	SY	539	17787	33	SY	400	13200
7920	LBS	1.6	12672	1.44	LBS	1.44	11404.8	7920	LBS	1.4	11088
40	TON	32	1280	37	TON	37	1480	40	TON	40	1600
80	TON	28.6	2288	25	TON	25	2000	80	TON	35	2800
5	EACH	105	525	105	EACH	105	525	5	EACH	100	500
1	LS	2600	2600	2270	LS	2270	2270	1	LS	2000	2000
175	LF	2.1	367.5	4	LF	4	700	175	LF	7	1225
			81921				69238.8				66305

C. L. Richardson Construction Company Inc.		Concrete Engineering LLC		Aplex, Inc	
Bond	Yes	Bond	Yes	Bond	Yes
Bidders Qualifications	Yes	Bidders Qualifications	Yes	Bidders Qualifications	Yes
Addendum 1	Yes	Addendum 1	Yes	Addendum 1	Yes
Addendum 2	Yes	Addendum 2	Yes	Addendum 2	Yes
Anti- Collusion	Yes	Anti- Collusion	Yes	Anti- Collusion	Yes
Signature & Identity	Yes	Signature & Identity	Yes	Signature & Identity	Yes
Acknowledgement	Yes	Acknowledgement	Yes	Acknowledgement	Yes

S & C Bridge and Concrete				Columbia Curb and Gutter			
Quantity	Unit	Unit Price	Extended Total	Quantity	Unit	Unit Price	Extended Total
1	LS	6500	6500	1	LS	5000	5000
1	LS	1000	1000	1	LS	3000	3000
1	LS	1200	1200	1	LS	2400	2400
1	LS	3000	3000	1	LS	6480	6480
74	CY	12.5	925	74	CY	20	1480
326	CY	12	3912	326	CY	25	8150
16	TON	30	480	16	TON	25	400
35	TON	35	1225	35	TON	25	875
85	SY	20	1700	85	SY	8.25	701.25
45	CY	30	1350	45	CY	40	1800
1	LS	1700	1700	1	LS	3600	3600
385	SY	2.5	962.5	385	SY	3.6	1386
40	LF	75	3000	40	LF	100	4000
6	LF	200	1200	6	LF	100	600
33	SY	400	13200	33	SY	600	19800
7920	LBS	1.1	8712	7920	LBS	1.15	9108
40	TON	30	1200	40	TON	25	1000
80	TON	30	2400	80	TON	25	2000
5	EACH	100	500	5	EACH	300	1500
1	LS	2800	2800	1	LS	2800	2800
175	LF	4.5	787.5	175	LF	3.6	630
			57754				76710.25

S & C Bridge and Concrete		Columbia Curb and Gutter	
Bond	Yes	Bond	Yes
Bidders Qualifications	Yes	Bidders Qualifications	Yes
Addendum 1	Yes	Addendum 1	Yes
Addendum 2	Yes	Addendum 2	Yes
Anti- Collusion	Yes	Anti- Collusion	Yes
Signature & Identity	Yes	Signature & Identity	Yes
Acknowledgement	Yes	Acknowledgement	Yes

To: County Clerk's Office

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Comm Order # 450-2005

Return to Auditor's Office

11/16/05

REQUEST
DATE

Mumks Brothers Construction Co., Inc.

573-897-4141

VENDOR
NO.

VENDOR NAME

PHONE #

3717 Highway 50 West
ADDRESS

Loose Creek
CITY

MO 65054
STATE ZIP

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 20.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7000)

#75-08NOV05

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2045

Bill to Department # 2045

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 5	7 1 1 0 0	Smith Hatchery Road Culvert Replacement Project	1	49692.80	49692.80
		10% Contingency			4969.28
		TOTAL			54662.08

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.

Prepared By

Requesting Official

Auditor Approval

CONTRACT AGREEMENT

450-2005

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and Muenks Brothers Construction Co., Inc. (hereinafter referred to as the Contractor).

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

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

BID NUMBER 75-08NOV05
Smith Hatchery Road Culvert Replacement Project
Project No. 9830
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Bid in the amount of \$49,692.80.

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

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan Sheets

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount:

Forty Nine Thousand Six Hundred Ninety Two Dollars and Eighty Cents (\$49,692.80)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 22 NOV 2005 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI
By: [Signature]
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: Muenks Brothers Construction Co., Inc.

[Signature]
Wendy Norer, County Clerk

By: [Signature]
Authorized Representative Signature

By: Aaron D Kliethermes
Authorized Representative Printed Name

Title: COO

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

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

2045/71100 - \$49,692.80

[Signature] 11/16/05
Signature Date Appropriation Account

NOTICE TO PROCEED

DATE: December 15, 2005

TO: Muenks Brothers Construction

ADDRESS: 3717 Highway 50 West
Loose Creek, MO 65054

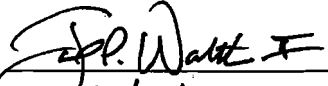
PROJECT: Bid Number 75 – 08 NOV 05
Smith Hatchery Road Culvert Replacement Project

You are hereby notified that the Contract Time under the above contract will commence on **December 27, 2005**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **30** working days.

All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: 
Date: 12/15/05

John P. Watkins II
Project Development Manager

cc. County Clerk
Purchasing
Director
R.O.W. Department
Inspection Department
Project File

450-2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

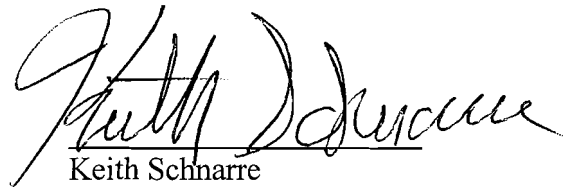
Term. 20 05

In the County Commission of said county, on the 22nd day of November 20 05

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

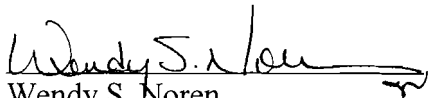
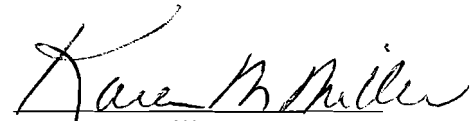
Now on this day the County Commission of the County of Boone does hereby award bid 58-15NOV05 for Records Shredding and Disposal Services Term and Supply to Civic Recycling. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 22nd day of November, 2005.

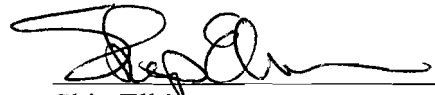


Keith Scharre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB

Buyer



601 E. Walnut, Room 209

Columbia, MO 65201

Phone: (573) 886-4392

Fax: (573) 886-4390

451-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: November 17, 2005
RE: 58-15NOV05 Records Shredding and Disposal Services Term & Supply

The Bid for Records Shredding and Disposal Services for Boone County closed on November 15, 2005. Five (5) bids were received. Purchasing and the County Clerk's Office recommend award to Civic Recycling for submitting the low bid per the attached memo from Leslie Canole and Wendy Noren.

This Term & Supply contract will be paid out of department 1196 Records Management Services, Account Number 83160 – Recycling and Dump Fees.

Please find attached a copy of the bid tabulation as well as the memo from the County Clerk's Office for your review.

ATT: Bid Tabulation

cc: Wendy Noren, County Clerk
Leslie Canole, County Clerk's Office
Bid File

**Wendy S. Noren
Boone County Clerk
Boone County Government Center
801 E. Walnut St. Rm. 236
Columbia, MO 65201-7731
573-886-4375**

TO: Heather Turner, CPPB
Buyer, Purchasing

FROM: Wendy Noren and Leslie Canole
County Clerk, Records Manager

DATE: November, 15, 2005

RE: Bid Award Recommendation- Bid #58-15NOV05 Records shredding and Disposal Services Term and Supply

After looking over all of the bid proposals we have come to the conclusion that our needs would best be served by Civic Recycling. We are looking at destroying over 500 lbs. of paper records and their quote of .04/lb. is the most cost efficient. Over the following years their pricing does increase more than Shred-Pro L.L.C., if we shred under 500lbs. at a setting, however, considering we will have the destruction of past Elections ballot material to shred each year we will be exceeding 500lbs. at a setting each year. Civic Recycling is also a local company one which we have already had favorable business with as opposed to Shred-Pro L.L.C. which is based in Maryland Heights, MO.

Records Shredding & Disposal Services Term and Supply

Item #	Weight Category	Civic Recycling				OnSite Mobile Document Destruction of MO			
		Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period
4.7.1.	0-500 lbs	0.06	0.06	0.07	0.08	0.10	0.10	0.10	0.10
4.7.2.	Over 500 lbs	0.04	0.04	0.05	0.06	0.10	0.10	0.10	0.10
4.9.	CO-OP	Yes				Yes			

Item #	Weight Category	Data Retention Services, Inc.				Shred-Pro, LLC			
		Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period	Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period
4.7.1.	0-500 lbs	0.08	0.08	0.08	0.08	0.06	0.06	0.06	0.06
4.7.2.	Over 500 lbs	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
4.9.	CO-OP	Yes				Yes			

Item #	Weight Category	Underground Records Management			
		Original Contract Period	1 st Renewal Period	2 nd Renewal Period	3 rd Renewal Period
4.7.1.	0-500 lbs	0.11	0.11	0.12	0.13
4.7.2.	Over 500 lbs	0.10	0.10	0.11	0.12
4.9.	CO-OP	Yes			

No Bids

Mid-MO Shredding - return to sender

451-2065

**PURCHASE AGREEMENT
FOR
RECORDS SHREDDING AND DISPOSAL SERVICES - TERM AND SUPPLY**

THIS AGREEMENT dated the 22 day of Nov 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Civic Recycling, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Records Shredding and Disposal Services Term and Supply, County of Boone Request for Bid, bid number **58-15NOV05**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Exhibit A Prior Experience, as well as the Contractor's bid response dated October 28, 2005 and executed by Brett Allen on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and Exhibit A Prior Experience shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on Date of Award and extend through December 31, 2006, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Records Shredding and Disposal Services** as identified and responded to in the Contractor's Response Form. Service will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Billing and Payment - All billing shall be invoiced to the appropriate County Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

CIVIC RECYCLING, INC.

by [Signature]

title PRESIDENT

address 3200 BROWN STATION RD

COLUMBIANA MO 65202

BOONE COUNTY, MISSOURI

by [Signature]
Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

County Clerk

1196/83160 - Term and Supply -

Term & Supply - No Encumbrance Required 11/18/05
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

22nd

day of November

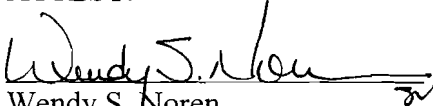
20 05

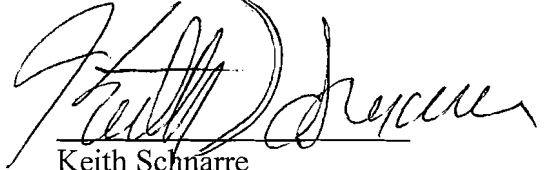
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve request by Laura Flynn-Smith on behalf of Stonepoint Quarter Horses to adopt 1.5 miles of Sweringen Road from Route E west for 1.5 miles for litter control.

Done this 22nd day of November, 2005.

ATTEST:

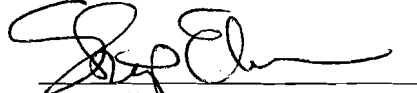

 Wendy S. Noren
 Clerk of the County Commission



Keith Schmarre
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

**BOONE COUNTY PUBLIC WORKS
ADOPT-A-ROADWAY
INFORMATION SHEET**

452-2005

DATE 11/07/05

Sweringen Road
ROAD NAME

1.5 miles
TOTAL LENGTH FOR ADOPTION (MINIMUM OF ONE (1) MILE)

From Route E To 1/2 miles West
STARTING POINT OF ADOPTION ENDING POINT OF ADOPTION

Stonepoint Quarter Horses, Travis, Laura & Katie Smith
ORGANIZATION NAME (To appear on sign)

Laura Flynn-Smith
CONTACT PERSON

10250 N. Everett School Rd.
MAILING ADDRESS

Harrisburg, MO 65256
CITY, STATE, ZIP

573-819-3505
TELEPHONE NUMBER

laura@stonepointquarterhorses.com
FAX NUMBER

laura@stonepointquarterhorses.com
E-MAIL ADDRESS

To Be Responsible for the Following: (Please check any that apply)

Brush Control

Litter Control

Mowing of Roadside

Please return to Boone County Public Works
5551 Highway 63 South, Columbia, Missouri 65201

Or Fax to 573-875-1602

NOV 16 2005

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

22nd

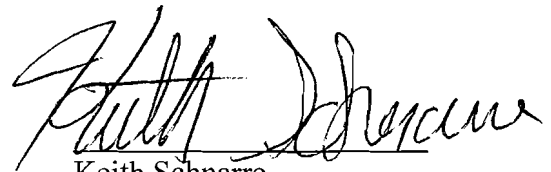
day of November

20 05

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

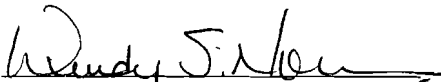
Now on this day the County Commission of the County of Boone does hereby approve the Sales/Catering Contract with Tiger Columns for the Bonne Femme Watershed Debate. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 22nd day of November, 2005.

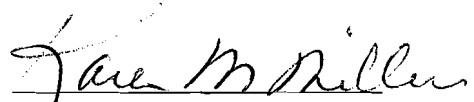


Keith Schnarre
 Presiding Commissioner

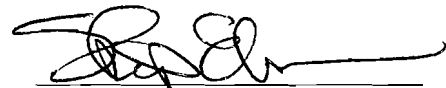
ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

453-2005

Sales/Catering Contract



Today's Date:	11/17/2005	Event Date/Time:	11/30/2005
Function:	Bonne Femme Debate		
Contact:	Terry Frueh		
Company:	Boone County Planning & Building		
Address:	801 East Walnut Room 210		
City/St/Zip:	Columbia, MO 65201		
Phone:	886-4330		

Room Selection	Rate	Summary of Charges
Grand Ballroom	\$500.00	\$ 250.00
Billiards Conference Room	\$150.00	\$ -
Mezzanine	\$150.00	\$ -
Lobby	\$150.00	\$ -
All 4	\$1,200.00	\$ -
Room Rental Tax	7.35%	

Setup	Description	Quantity	Rate	Subtotal	\$	250.00
People		175				
Tables						
Chairs						
Linens				\$		-
				\$		-
Bars				\$		-
Centerpieces				\$		-
	Flowers			\$		-
	Candle/Mirror			\$		-
	Tax		7.35%	\$		-

Menu	Description	Quantity	Rate	Subtotal	\$	109.25
Hors d' oeuvres	Cheese, Meat & Cracker Display w/ fresh fruit			\$		-
9:30 evening		1	\$225.00	\$		225.00
	Chicken Drummlies	1	\$150.00	\$		150.00
	Egg Rolls w/sweet & sour sauce	1	\$200.00	\$		200.00
				\$		-
				\$		-
				\$		-
				\$		-
				\$		-
				\$		-
				\$		-
				\$		-
				\$		-
				\$		-
				\$		-
				\$		-
	Tax		0.00%			-
	Gratuity		19.00%	\$		109.25

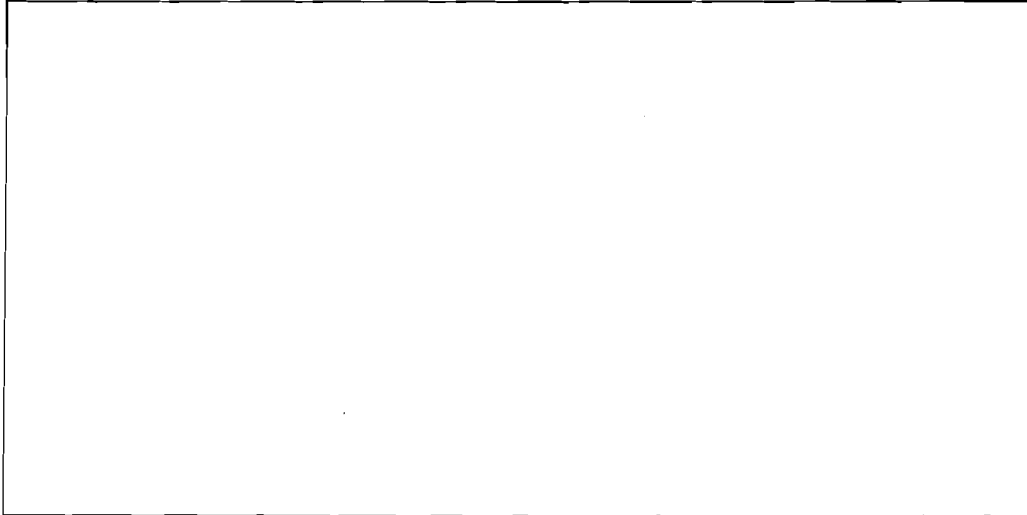
Beverage	Description	Quantity	Rate	Subtotal	\$	684.25
Drinks				\$		-
				\$		-
				\$		-
				\$		-
	Cash Bar			\$		-
				\$		-
				\$		-
				\$		-
	Bartender	1	\$50.00	\$		50.00
	Tax		7.35%			-
	Gratuity		19.00%	\$		-

Audio Visual	Description	Quantity	Rate	Summary of Charges
	Screen		\$20.00	\$ -
	PA System w/ Microphone		\$50.00	\$ -
	Overhead Projector		\$25.00	\$ -
	Computer Projector		\$50.00	\$ -
	Tax	7.35%		\$ -

Miscellaneous	Description	Quantity	Rate	Subtotal	\$
	Security Deposit			\$	-
	Flatware/China/Formal			\$	-
	Flatware/China/Executive			\$	-
	Tax	7.35%		\$	-
				Grand Total	\$ 984.25

Notes

Room Layout



CERTIFICATION:
 I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
James C. Pritchard 11/23/05
 Auditor Date

I have reviewed and agree to pay all of the above charges. Final guarantee of head count is due 2 weeks before event date. I agree to pay the final guarantee if a lesser number of people attend and any additional charges incurred during the course of the event. I further understand the cancellation policy as outlined on Tiger Columns Terms and Conditions Policy.

[Signature] 22 NOV 2005
 Approved 453-2005 Date

[Signature] 23 NOV 05
 Tiger Columns Date

APPROVED AS TO LEGAL FORM
[Signature] 11/18/05

Audio Visual		Description	Quantity	Rate	Summary of Charges
		Screen		\$20.00	\$ -
		PA System w/ Microphone		\$50.00	\$ -
		Overhead Projector		\$25.00	\$ -
		Computer Projector		\$50.00	\$ -
		Tax	7.35%		\$ -
Miscellaneous		Description	Quantity	Rate	Subtotal \$
		Security Deposit			\$ -
		Flatware/China/Formal			\$ -
		Flatware/China/Executive			\$ -
		Tax	7.35%		\$ -
Grand Total					\$ 984.25

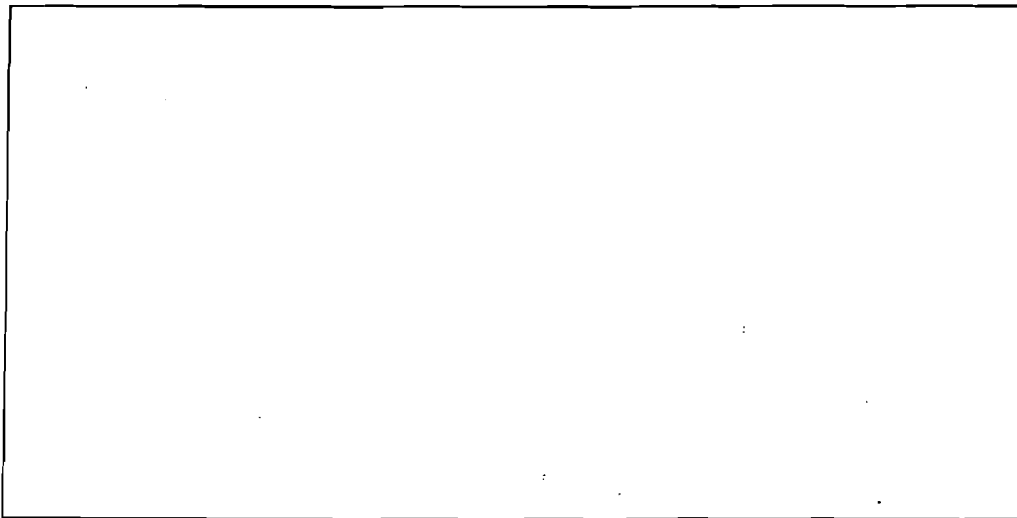
Notes

ck# 120722 \$250.00 Deposit for room already paid.

984.25
 - 250.00

 734.25

Room Layout



I have reviewed and agree to pay all of the above charges. Final guarantee of head count is due 2 weeks before event date. I agree to pay the final guarantee if a lesser number of people attend and any additional charges incurred during the course of the event. I further understand the cancellation policy as outlined on Tiger Columns Terms and Conditions Policy.

Approved _____

Date _____

Tiger Columns _____

Date _____

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

11/21/05

REQUEST
DATE

11565

VENDOR
NO.

Tiger Hotel

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

RECEIVED
NOV 21 2005

BID DOCUMENTATION

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

- Bid /RFP (enter # below)
- Sole Source** (enter # below)
- Emergency Procurement** (enter # below)
- Written Quotes (3) Attached** (>\$750 to \$4,499)
- Purchase is <\$750 and is **NOT** covered by an existing bid or sole source
- Not Subject To Bidding** (select appropriate response below):
- | | |
|--|--|
| <input type="checkbox"/> Utility | <input type="checkbox"/> Mandately Payment to Other Govt |
| <input type="checkbox"/> Employee Travel/Meal Reimb | <input type="checkbox"/> Court Case Travel/Meal Reimb |
| <input type="checkbox"/> Training (registration/conf fees) | <input type="checkbox"/> Tool and Uniform Reimb |
| <input type="checkbox"/> Dues | <input type="checkbox"/> Inmate Housing |
| <input type="checkbox"/> Pub/Subscription/Transcript Copies | <input type="checkbox"/> Remit Payroll Withheld |
| <input type="checkbox"/> Refund of Fees Previously Paid to County | <input type="checkbox"/> Agency Fund Dist (dept #s 7XXX) |
| <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable | |
| <input type="checkbox"/> Intergovernmental Agreement | |
| <input checked="" type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain): <i>Sole Source thru vendor</i> | |

#

(Enter Applicable Bid / Sole Source / Emergency Number)

BOONE COUNTY AUDITOR

Ship to Department # 1750 Bonne Femme

Bill to Department # 1750 Bonne Femme

Department	Account	Item Description	Qty	Unit Price	Amount
1 7 5 0	7 1 1 0 0	Outside services - catering/bartender for Debate on Nov 30, 2005			\$ 734.25
					\$ 734.25

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.

Prepared By

Requesting Official

Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 05

In the County Commission of said county, on the

22nd

day of November

20 05

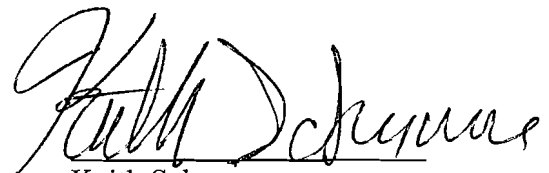
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86800: Emergency	\$1,610.00	
1190-48100: Non-Departmental – Natural Gas		\$700.00
1190-48200: Non-Departmental – Electricity		\$750.00
1190-48400: Non-Departmental – Solid Waste		\$60.00
1190-48600: Non-Departmental – Sewer Use		\$100.00

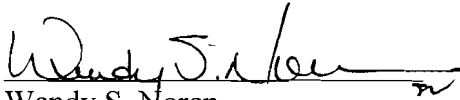
Said budget revision is to cover utility costs for the Guaranty Land Title Building at 607 E Ash.

Done this 22nd day of November, 2005.

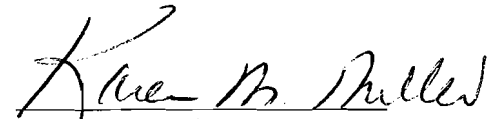


Keith Schnarre
 Presiding Commissioner

ATTEST:



Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

11/02/05

EFFECTIVE DATE

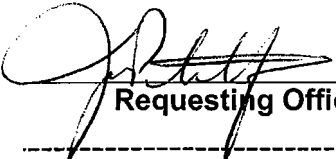
FOR AUDITORS USE

454-2005

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Transfer From	Transfer To	
										Decrease	Increase	
1	1	2	3	8	6	8	0	0	Emrgncy & Conting	Emergency	1610.00	
1	1	9	0	4	8	1	0	0	Non-Departmental	Natural Gas		700.00
1	1	9	0	4	8	2	0	0	Non Departmental	Electricity		750.00
1	1	9	0	4	8	4	0	0	Non Departmental	Solid Waste		60.00
1	1	9	0	4	8	6	0	0	Non Departmental	Sewer Use		100.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): **Cover utilities for 607 E Ash (Guaranty Land Title building). The 2005 budget was established to cover utilities at 217 N 9th. However, utilities for 101 N 7th and 607 E Ash are required since these purchases have been made and the appropriation is not sufficient.**

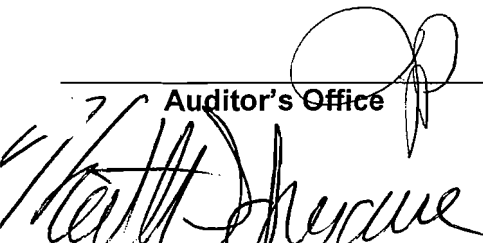
Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
 If not, please explain (use an attachment if necessary):


 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

Agenda


 Auditor's Office
 PRESIDING COMMISSIONER


 DISTRICT I COMMISSIONER


 DISTRICT II COMMISSIONER

2005 Emergency Fund
1123-86800

<u>DATE</u>	<u>DEPARTMENT</u>	<u>DEPT. NO.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>BALANCE</u>	<u>DESCRIPTION</u>
1/1/2005	Original budget			675,000	675,000	Original budget
3/4/2005	Child Support IV-D	1263	91100 Furniture & Fixtures	(1,485)	673,515	Purchase modular unit for secretary
3/10/2005	Recorder	1160	92000 Replcmt Office Equipment	(1,500)	672,015	Purchase replacement fax (ON HOLD)
6/6/2005	Human Resources	1115	60050 Equipment Service Contract	(250)	671,765	Copy machine maintenance
7/26/2005	Records Management Services	1196	83160 Recycle & Dump Fees	(5,000)	666,765	Records destruction
10/27/2005	Victim Witness	1262	84600, 84700, 84800 Court Costs,W	(9,000)	657,765	Court, witness, transcript costs
11/14/2005	Non-Departmental	1190	48100, 48200, 48400, 48600-- Utiliti	(1,610)	656,155	Utilities for Guarantee Building
			Total Revisions	<u>(18,845)</u>		

From: June Pitchford
To: Meta Kanago; Sue Lake
Date: 10/21/2005 3:43:21 PM
Subject: Re: Fwd: 607 E. Ash - Guarantee Building

FYI

>>> Ken Roberts 10/21/2005 3:41:16 PM >>>

On 10-20-05 Ameren UE installed a new gas meter and lit the pilot lights on the Boiler and the water heater. The Boiler is not on line at this time due to a circulating pump failure. We can maintain a 50 degree set point using just one of the residential type furnaces located in the building. I expect by mid November that energy usage for gas will kick in to maintain the building at 50 degrees. This is weather dependent. During August we did do a lot of work in the building moving trash and cleaning and we did run the ac units to dry the carpet and to load test the units to make sure they were working at capacity.

I do not know what the GLT building plans are for 2006 and I do not have any data to show past utility performance of this building. Until I am directed to change something my intent is to keep the GLT in a mothball status with minimum energy usage.

I would expect a minimum of \$100 a month for electrical and \$200 for gas. Please note the price of gas is unknown to me and it could be DOUBLE what I have quoted.

Sorry for the delay in your response. I opened the e-mail and put it aside with out taking action. I apologize for this.

Ken Roberts
Manager BCFM
886-4401 office
864-2899 cell

>>> June Pitchford 10/21/2005 2:26:52 PM >>>

Ken,
Just following up on the request below (#1 and #2)....

Thanks,
June

>>> June Pitchford 10/7/2005 10:30:02 AM >>>

Ken,
I need to prepare a budget revision in the General Fund (#1190) to cover utilities in the Guarantee Building through the end of the year (my office has been handling these). Then, beginning with the January invoice, the bills will be sent directly to FM for processing against a utility budget we have established in Dept. #6214 for FY 2006 and beyond.

In order to prepare the 2005 budget revision and the FY 2006 utility budget, I need the following information from you:

1) Describe the steps that have been taken, in addition to removing the trash dumpster, to ensure that utilities remain at minimal levels for this building. I'm assuming you will turn the gas on at some point to prevent pipe freeze. When do you expect to do this and at what temperature do you plan to heat the building?

2) The electric bill for mid-August through mid-September was over \$300, which seems high considering that the building was vacant. What accounts for this-- was the air conditioning still running regularly or is this the minimal amount that we can expect to pay each month?

Thanks,

June

11/15/2005

FY 2005
 Budget Amendments/Revisions
 Non-Departmental (1190)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification	Comments
1	3/9/2005	4050-03925	General Capital Fund: Proceeds of Spec Ob Bonds	1,804,500		Establish budget for land & building acquisitions and related revenue sources	
		4050-03919	General Capital Fund: Operating Trans In from General Fund	300,000			
		4050-91800	General Capital Fund: Land	1,451,500			
		4050-91200	General Capital Fund: Buildings	598,500			
		4050-84060	General Capital Fund: Debt Issuance Cost	54,500			
		1190-83919	GF Non-Dept: Operating Transfer Out to Capital Proj Fund	300,000			
2	11/14/2005	1123-86800	Transfer from Emergency to cover utilities		1,610		
		1190-48100	Non-Dept'l Natural Gas	700			
		1190-48200	Non-Dept'l Electricity	750			
		1190-48400	Non-Dept'l Solid Waste	60			
		1190-48600	Non-Dept'l Sewer Use	100			

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

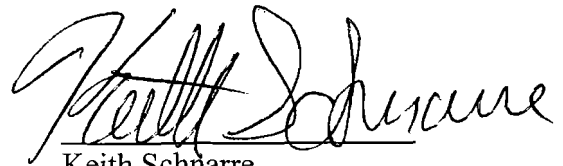
Term. 20 05

In the County Commission of said county, on the 22nd day of November 20 05

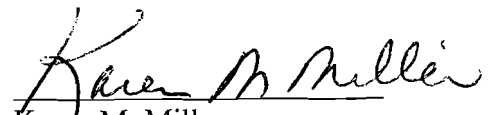
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt Appendix D, "Swimming Pools, Spas and Hot Tubs" of the CABO (Council of American Building Officials), 1995 Edition.

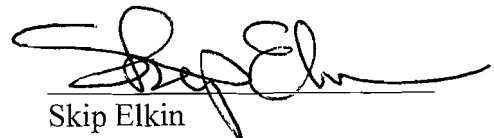
Done this 22nd day of November, 2005.



Keith Schnarre
Presiding Commissioner

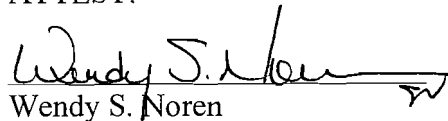


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

lines, the proposed building and of every existing building on the property.

112.2 Plans on job required. A copy of approved plans when required by the building official shall be kept on the site of the building or work at the time of inspection.

SECTION 113 INSPECTION

113.1 Types of inspections. For on-site construction, from time to time the building official, upon notification from the permit holder or his agent, shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or shall notify the permit holder or his agent wherein the same fails to comply with this code.

113.1.1 Foundation inspection. Commonly made after poles or piers are set or trenches or basement areas are excavated and forms erected and any required reinforcing steel is in place and prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations.

113.1.2 Plumbing, mechanical and electrical. Rough inspection: Commonly made prior to covering or concealment, before fixtures are set, and prior to framing inspection.

113.1.3 Frame and masonry inspection. Commonly made after the roof, masonry, all framing, firestopping, draftstopping and bracing are in place and after the plumbing, mechanical and electrical rough inspections are approved.

113.1.4 Lath and/or wallboard inspection. Commonly made after all lathing and/or wallboard interior is in place, but before any plaster is applied, or before wallboard joints and fasteners are taped and finished.

113.1.5 Other inspections. In addition to the called inspections above, the building department may make or require any other inspections to ascertain compliance with this code and other laws enforced by the building department.

113.1.6 Final inspection. Commonly made after the building is completed and ready for occupancy.

SECTION 114 PREFABRICATED CONSTRUCTION

114.1 General. A certificate of approval by an approved agency shall be furnished with every prefabricated assembly, except where all elements of the assembly are readily accessible to inspection at the site. Placement of prefabricated assemblies at the building site shall be inspected by the building official to determine compliance with this code, and a final inspection shall be provided in accordance with Section 113.1.6.

NOTE: Provisions for foundation systems and building service equipment connections necessary to provide for the installation of new manufactured homes on privately owned (non-

rental) lots and existing manufactured homes to which additions, alterations or repairs are made are contained in Appendix A and shall be enforced only when specifically adopted by the jurisdiction.

SECTION 115 SWIMMING POOLS, SPAS AND HOT TUBS

115.1 General. Provisions for swimming pools, spas and hot tubs are contained in Appendix D and shall be enforced only when specifically adopted by the jurisdiction.

SECTION 116 INSPECTION CARD

116.1 Record required. The permit holder or his agent shall post the inspection record on the jobsite in an accessible and conspicuous place to allow the building official to make the required entries. The record shall be maintained by the permit holder until the final inspection has been made and approved.

SECTION 117 EXISTING STRUCTURES

117.1 Continuations of existing use. Buildings and structures in existence at the time of the adoption of this code may have their existing use continued if such use was legal at the time of adoption of this code, provided such continued use is not dangerous to life.

117.2 Additions, alterations or repairs. Additions, alterations or repairs to any structure shall conform to that required of a new structure without requiring the existing structure to comply with all of the requirements of this code, unless otherwise stated. Additions, alterations or repairs shall not cause an existing structure to become unsafe or adversely affect the performance of the building. Any building plus new additions shall not exceed the height in stories specified for new buildings in Section 103.

117.2.1 Structural and fire-resistance-rated limits. Alterations or repairs to an existing structure which are structural or adversely affect any structural member or any part of the structure having a required fire-resistance rating shall be made with materials required for a new structure.

SECTION 118 STOP WORK ORDERS

118.1 General. Upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the specific violations and the conditions under which work may be resumed. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.

APPENDIX D

SWIMMING POOLS, SPAS AND HOT TUBS

SECTION D101 GENERAL

The provisions of this appendix shall control the design and construction of swimming pools, spas and hot tubs installed in or on the lot of a one- and two-family dwelling.

SECTION D102 DEFINITIONS

For the purposes of these requirements, the terms used shall be defined as follows and as set forth in Chapter 2.

ABOVEGROUND/ON-GROUND POOL. See "Swimming pool."

BARRIER. A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

HOT TUB. See "Swimming pool."

IN-GROUND POOL. See "Swimming pool."

RESIDENTIAL. That which is situated on the premises of a detached one- or two-family dwelling or a one-family townhouse not more than three stories in height.

SPA, NONPORTABLE. See "Swimming pool."

SPA, PORTABLE. A nonpermanent structure intended for recreational bathing, in which all controls, water-heating and water-circulating equipment are an integral part of the product.

SWIMMING POOL. Any structure intended for swimming or recreational bathing that contains water over 24 inches (610 mm) deep. This includes in-ground, aboveground and on-ground swimming pools, hot tubs and spas.

SWIMMING POOL, INDOOR. A swimming pool which is totally contained within a structure and surrounded on all four sides by walls of said structure.

SWIMMING POOL, OUTDOOR. Any swimming pool which is not an indoor pool.

SECTION D103 SWIMMING POOLS

D103.1 In-ground pools. In-ground pools shall be designed and constructed in conformance with NSPI-5 as listed in Section D107.

D103.2 Aboveground and on-ground pools. Aboveground and on-ground pools shall be designed and constructed in conformance with ANSI/NSPI-4 as listed in Section D107.

SECTION D104 SPAS AND HOT TUBS

D104.1 Permanently installed spas and hot tubs. Permanently installed spas and hot tubs shall be designed and constructed in conformance with ANSI/NSPI-3 as listed in Section D107.

D104.2 Portable spas and hot tubs. Portable spas and hot tubs shall be designed and constructed in conformance with ANSI/NSPI-6 as listed in D107.

SECTION D105 BARRIER REQUIREMENTS

D105.1 Application. The provisions of this chapter shall control the design of barriers for residential swimming pools, spas and hot tubs. These design controls are intended to provide protection against potential drownings and near-drownings by restricting access to swimming pools, spas and hot tubs.

D105.2 Outdoor swimming pool. An outdoor swimming pool, including an in-ground, aboveground or on-ground pool, hot tub or spa shall be provided with a barrier which shall comply with the following:

1. The top of the barrier shall be at least 48 inches (1219 mm) above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an aboveground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102 mm).
2. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.
3. Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
4. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed $1\frac{3}{4}$ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed $1\frac{3}{4}$ inches (44 mm) in width.
5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing

between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1³/₄ inches (44 mm) in width.

6. Maximum mesh size for chain link fences shall be a 1¹/₄-inch (32 mm) square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to not more than 1³/₄ inches (44 mm).
7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1³/₄ inches (44 mm).
8. Access gates shall comply with the requirements of Section D105.2, Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:
 - 8.1 The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate, and
 - 8.2 The gate and barrier shall have no opening greater than 1/2 inch (12.7 mm) within 18 inches (457 mm) of the release mechanism.

Where a wall of a dwelling serves as part of the barrier one of the following conditions shall be met:

9. Where a wall of a dwelling serves as part of the barrier one of the following conditions shall be met.
 - 9.1 The pool shall be equipped with a powered safety cover in compliance with ASTM ES 13-89; or
 - 9.2 All doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and its screen, if present, are opened. The alarm shall sound continuously for a minimum of 30 seconds immediately after the door is opened and be capable of being heard throughout the house during normal household activities. The alarm shall automatically reset under all conditions. The alarm system shall be equipped with a manual means, such as touchpad or switch, to temporarily deactivate the alarm for a single opening. Such deactivation shall last for not more than 15 seconds. The deactivation switch(es) shall be located at least 54 inches (1372 mm) above the threshold of the door; or
 - 9.3 Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable so long as the degree of protection afforded is not less than the protection afforded by Item 9.1 or 9.2 described above.

10. Where an aboveground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then:
 - 10.1 The ladder or steps shall be capable of being secured, locked or removed to prevent access or
 - 10.2 The ladder or steps shall be surrounded by a barrier which meets the requirements of Section D105.2, Items 1 through 9. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter (102 mm) sphere.

D105.3 Indoor swimming pool. All walls surrounding an indoor swimming pool shall comply with Section D105.2, Item 9.

D105.4 Prohibited locations. Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.

D105.5 Barrier exceptions. A portable spa with a safety cover which complies with ASTM ES 13, as listed in Section D107, shall be exempt from the provisions of this appendix. Swimming pools, hot tubs and nonportable spas with safety covers shall not be exempt from the provisions of this appendix.

**SECTION D106
ABBREVIATIONS**

- ANSI— American National Standards Institute
11 West 42nd Street, New York, NY 10036
- ASTM— American Society for Testing and Materials
1916 Race Street, Philadelphia, PA 19103
- NSPI— National Spa and Pool Institute
2111 Eisenhower Avenue, Alexandria, VA 22314

**SECTION D107
STANDARDS**

- ANSI/NSPI
ANSI/
NSPI-3-1992 Standard for Permanently Installed
Residential Spas D104.1
- ANSI/
NSPI-4-1992 Standard for Aboveground/
Onground Residential Swimming Pools . D103.2
- ANSI/
NSPI-6-1992 Standard for Residential Portable Spas D104.2
- ASTM
ASTM
ES 13-89 Emergency Standard Performance
Specification for Safety Covers
and Labeling Requirements for
All Covers for Swimming Pools,
Spas and Hot Tubs D105.5
- NSPI
NSPI-5-1987 Standard for Residential Swimming Pools . D103.1

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 05

County of Boone

In the County Commission of said county, on the

22nd

day of November

20 05

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

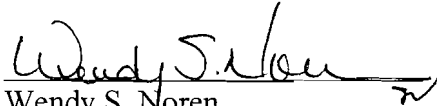
Now on this day the County Commission of the County of Boone does hereby declare that the Boone County Holiday Schedule for year 2006 will be in agreement with Public Holiday List from State Offices issued by the Office of the Governor, State of Missouri. Any holiday adopted by the Office of the Governor will automatically be adopted by Boone County.

Done this 22nd day of November, 2005.

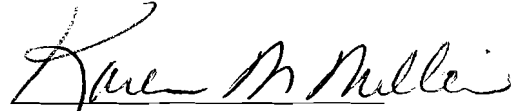


Keith Schnarre
Presiding Commissioner

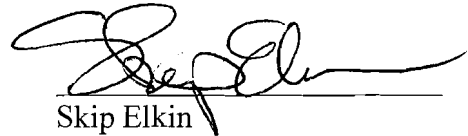
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Missouri State Office Closings

Veterans Day	November 11, 2005
Thanksgiving	November 24 - 25, 2005
Christmas Day (observed)	December 26, 2005

New Year's Day (Observed)	January 2, 2006
Martin Luther King, Jr. Day	January 16, 2006
Lincoln Day (Observed)	February 13, 2006
Washington's Birthday (Observed)	February 20, 2006
Truman Day	May 8, 2006
Memorial Day	May 29, 2006
Independence Day	July 4, 2006
Labor Day	September 4, 2006
Columbus Day (Observed)	October 9, 2006
Veterans Day (Observed)	November 10, 2006
Thanksgiving Day	November 23, 2006
Christmas Day	December 25, 2006

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