

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 5<sup>th</sup> day of August 20 10

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 7213 Moberly Dr, (parcel # 11-606-14-01-077.00 01).

Done this 5<sup>th</sup> day of August, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

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

In Re: Nuisance Abatement	)	August Session
7213 Moberly Drive	)	July Adjourned
	)	Term 2010
	)	Commission Order No. <u>373-2010</u>

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

**NOW** on this 5<sup>th</sup> day of August 2010, 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: growth of weeds in excess of twelve inches high
4. The location of the public nuisance is as follows: 7213 Moberly Drive, Columbia, MO, a/k/a parcel# 11-606-14-01-077.00 01, Section 14, Township 49, Range 13 as shown in deed book 3602 page 0004, Boone County
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 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 7<sup>th</sup> day of June 2010, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

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

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

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

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

Boone County, Missouri  
By Boone County Commission

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

ATTEST:

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

# HEARING NOTICE

Fannie Mae  
PO Box 650043  
Dallas, TX 75265-0043

An inspection of the property you own located at 7213 Moberly Drive (parcel # 11-606-14-01-077.00 01) was conducted on June 2, 2010 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Thursday, August 5, 2010 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Kristine Vellema  
Environmental Health Specialist

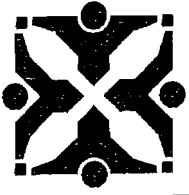
This notice deposited in the U.S. Mail, first class postage paid on the \_\_\_\_\_ day of \_\_\_\_\_ 2010 by \_\_\_\_\_.

PICTURES TAKEN 7/12/10 @ ~ 3:00 PM  
7213 MOBERLY DRIVE



Fannie Mae  
7213 Moberly Drive - weeds violation  
TIMELINE

- 6/1/10: citizen complaint received
- 6/3/10: initial inspection conducted
- 6/3/10: certified notice of violation sent to owner
- 6/7/10: notice signed for by owner
- 6/24/10: second inspection conducted – violation not abated
- 7/12/10: pictures taken at approximately 3:00 pm
- 7/19/10: called owner – was given name of company taking care of property –“Carrington Properties” – left message – no call was returned
- 7/23/10: hearing notice sent



## HEARING NOTICE

Fannie Mae  
PO Box 650043  
Dallas, TX 75265-0043

An inspection of the property you own located at 7213 Moberly Drive (parcel # 11-606-14-01-077.00 01) was conducted on June 2, 2010 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Thursday, August 5, 2010 at 1:30 p.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

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

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

Sincerely,

Kristine Vellema  
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 23 day of July 2010 by [initials]

Call Inquiry - (2112001991)

File Edit Commands Help

SUNGARD PUBLIC SECTOR  
NaviLine

4360  
 Events  
 Email log  
 Reminders  
 Workrequests

**Call Information**

Call ID: 4360 Status: Open Entity: City of Columbia  
 Comments  
 7213 Bonger has weeds over 12" Bon Gor- I am sure.....

**Call Details**

Call type: CE-County Nuisance  
 Entry date/time: 08/01/2010 14:34:16  
 Entry user ID: Nichols, Denise M. - HL ASA :  
 Origin:  
 Work group: Environmental Health

**Contact Information**

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

**Call Assignment/Notification**

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

**Close Information**

Close date/time: 00:00:00  
 Close user:  
 Elapsed time: 18.72 Hours  
 Action taken:

Print  
 Cancel  
 Exit  
 Refresh  
 Toggle Inform...

let's 7213: around tree





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

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

Fannie Mae
PO Box 650043
Dallas, TX 75265-0043

[Handwritten signature]

An inspection of the property you own located at 7213 Moberly Drive (parcel # 11-606-14-01-077.00 01) was conducted on June 2, 2010 and revealed growth of weeds in excess of twelve inches high on the premises around the large tree in the back yard.

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

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

Sincerely,

[Handwritten signature of Kristine Vellema]

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 03 day of June 2010 by [initials]

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

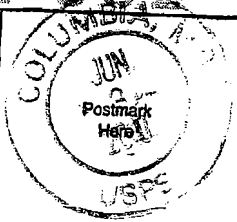
**U.S. Postal Service**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

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

**OFFICIAL USE**

7008 2810 0001 2432 0934

Postage	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
<b>Total Post:</b>	<b>5.54</b>



**Sent To** Fannie Mae  
 Street, Apt. # or PO Box No P.O. Box 650043  
 City, State, Z Dallas, TX 75265-0043

PS Form 3800, August 2006. See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Fannie Mae  
 P.O. Box 650043  
 Dallas, TX 75265-0043

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee

B. Restricted Delivery? (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7008 2810 0001 2432 0934

**Parcel** 11-606-14-01-077.00 01

**Property Location** 7213 MOBERLY DR

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

Owner FANNIE MAE  
Address PO BOX 650043  
City, State Zip DALLAS, TX 75265-0043

Subdivision Plat Book/Page 0010 0194  
Section/Township/Range 14 49 13

Legal Description BON-GOR LAKE EST BLK 5  
LOT 24  
PT SUR 2443  
Lot Size 90 x 135

Deed Book/Page 3602 0004 2973 0178 2973 0172 2660 0106

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	13,600	91,200	104,800	RI	2,584	17,328	19,912
Totals	13,600	91,200	104,800	Totals	2,584	17,328	19,912

Previous Year's Tax  
Year 2009 Amount \$1,196.67

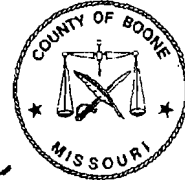
**Residence Description**

Year Built 1974 (Estimate)  
Use DUPLEX (102)

Basement	FULL (4)	Attic	NONE (1)
Bedrooms	6	Main Area	1,608
Full Bath	2	Finished Basement Area	1,456
Half Bath	2		
Total Rooms	12	Total Square Feet	3,064

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

Instrument Type TD  
Recording Fee \$48.00 S  
No of Pages 9



*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds

### ***Trustee's Deed Under Foreclosure***

MS FILE NO:104908.012810.183880 FC

**Date of Document:** January 28, 2010

**Grantor:** Millsap & Singer, P.C., 612 Spirit Drive, St. Louis, Missouri 63005 with Grantor for indexing purposes only being Robert F Smith, Married and Michelle K Smith, his wife, 7213 Moberly Drive, Columbia, MO 65202

**Grantee:** Fannie Mae, P.O. Box 650043, Dallas, TX 75265-0043

**Deed of Trust** recorded in Book 2973, Page 175

**Legal Description:** LOT TWENTY-FOUR (24) OF BON-GOR LAKE ESTATES BLOCK FIVE (5) AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 194, RECORDS OF BOONE COUNTY, MISSOURI.


**WHEREAS Robert F Smith, Married and Michelle K Smith, his wife** by a certain Deed of Trust, dated June 28, 2006 and recorded in the Recorders Office of Boone County and State of Missouri, in Book 2973, Page 175, conveyed to Millsap & Singer, P.C. the property therein described, IN TRUST to secure to Mortgage Electronic Registration Systems, Inc. the payment of the notes in said deed of trust described.

**And Whereas**, default was made in the payment of several monthly installments on the Note described in and secured by said deed, by reason whereof the undersigned Trustee did, at the request of the legal holder of said notes and deed of trust, proceed to execute the powers to said Trustee given by said Deed of Trust, and did on January 28,

**To Have and to Hold** the same unto the said party of the second part, and to THEIR SUCCESSORS NOW AND FOREVER.

**IN WITNESS WHEREOF**, the said party of the first part as Trustee has executed these presents on the date below written.

MILLSAP & SINGER, P.C.  
Trustee

By:   
CYNTHIA M. WOOLVERTON  
CORPORATE SECRETARY

State of Missouri )  
                                  ) SS.  
County of St. Louis )

On January 28, 2010 before me appeared CYNTHIA M. WOOLVERTON, Corporate Secretary of MILLSAP & SINGER, P.C., a Corporation of the State of Missouri, and upon being duly sworn, did state that said instrument was signed on behalf of said corporation, by authority of its Board of Directors; and said instrument is the free act and deed of said corporation, as Trustee.

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

  
NOTARY PUBLIC

My term expires:



ADRIENNE DEEMIE  
My Commission Expires  
June 11, 2012  
Jefferson County  
Commission #08575730

## **Exhibit A**

**Property Address:** 7213 Moberly Drive

**Reference:** 104908.012810.183880 FC - CD

**File Name:** Smith

### **Owner(s) as of 40 days prior to sale**

RMS Properties, L.L.C.	5275 E Highway 163	Columbia, MO 65201
RMS Properties, L.L.C.	7213 Moberly Drive	Columbia, MO 65202
RMS Properties, L.L.C.	7217 Moberly Drive	Columbia, MO 65202
RMS Properties, L.L.C.	7308 Moberly Drive	Columbia, MO 65202
RMS Properties, L.L.C.	7312 Moberly Drive	Columbia, MO 65202
RMS Properties, L.L.C.	7400 Moberly Drive	Columbia, MO 65202
RMS Properties, L.L.C.	7404 Moberly Drive	Columbia, MO 65202
RMS Properties, L.L.C.	PO Box 10214	Columbia, MO 65205

Thursday, January 07, 2010

Page 1 of 2

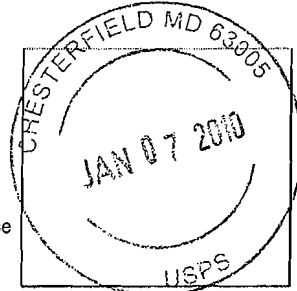
Boone County, Missouri  
 Unofficial Document

Recorded in Boone County, Missouri  
 02/02/2010 at 10:25:46 AM

Millsap & Singer  
 612 Spirit Drive  
 St. Louis, Missouri 63005  
 Phone: (636) 537-0110  
 104908.012810.183880 FC

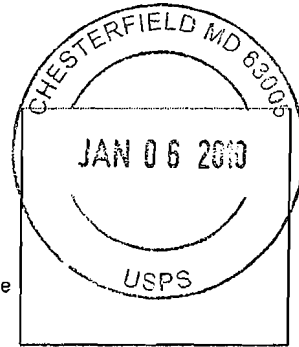
Check type of Mail or Service

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery
- Registered
- Return Receipt For Merchandise
- Signature Confirmation



Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	RR Fee
1. 9171124316928012602405	Michelle K Smith 7217 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
2. 9171124316928012602412	RMS Properties, L.L.C. 7217 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
3. 9171124316928012602429	Robert F Smith 7217 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
Total Number of Pieces Listed by Sender 3	Total Number Of Pieces Received at Post Office 3	CD - COR		

*M*  
 1/7/10



Millsap & Singer  
 612 Spirit Drive  
 St. Louis, Missouri 63005  
 Phone: (636) 537-0110  
 104908.012810.183880 FC

Check type of Mail or Service

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery
- Registered
- Return Receipt For Merchandise
- Signature Confirmation

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	RR Fee
12. 9171124316928012594588	RMS Properties, L.L.C. 7312 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
13. 9171124316928012594595	RMS Properties, L.L.C. 7400 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
14. 9171124316928012594601	RMS Properties, L.L.C. 7404 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
15. 9171124316928012594618	RMS Properties, L.L.C. PO Box 10214 Columbia, MO 65205	.44	2.80	2.30
16. 9171124316928012594625	Robert F Smith 5275 E Highway 163 Columbia, MO 65201	.44	2.80	2.30
17. 9171124316928012594632	Robert F Smith 7213 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
18. 9171124316928012594649	Robert F Smith 7308 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
19. 9171124316928012594656	Robert F Smith 7312 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
20. 9171124316928012594663	Robert F Smith 7400 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
21. 9171124316928012594670	Robert F Smith 7404 Moberly Drive Columbia, MO 65202	.44	2.80	2.30
22. 9171124316928012594687	Robert F Smith PO Box 10214 Columbia, MO 65205	.44	2.80	2.30
Total Number of Pieces Listed by Sender 22	Total Number Of Pieces Received at Post Office 22	CD - <del>22</del>		

2-2  
 1/6/10



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 5<sup>th</sup> day of August 20 10

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

Now on this day the County Commission of the County of Boone does hereby authorize the acceptance and signing of contract number 2009-MJCCG-014 Multi-Jurisdictional Cyber Crime Grant Award for the period starting on 07/01/2010 to 6/30/2011 in the amount of \$173,300.24. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 5<sup>th</sup> day of August, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

**JEREMIAH W. (JAY) NIXON**  
Governor

**JOHN M. BRITT**  
Director



Truman Building, Room 870  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65102-0749  
Telephone: 573-751-4905  
FAX: 573-751-5399  
Internet Address:  
<http://www.dps.mo.gov>

**STATE OF MISSOURI  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR**

July 28, 2010

Sheriff Dwayne Carey  
Boone County Sheriff's Office  
2121 County Drive  
Columbia, MO 65202-9064

**Re: Recovery - Multi-Jurisdictional Cyber Crime Grant (Recovery-MJCCG/JAG) - - CFDA # 16.803  
2009-MJCCG-014**

Dear Sheriff Carey:

Enclosed you will find the following documents pertaining to the award of the 2010/2011 Recovery-MJCCG/JAG grant for your **Boone County Sheriff's Department Cyber Crimes Task Force** project.

- Award of Contract** – An original and one copy of the Award of Contract must be signed by both the Project Director and the Authorized Official. Both signed originals must be returned to our office.
- Special Conditions** – Two copies of the MJCCG Special Conditions and two copies of the Recovery Act Special Conditions pertaining to this grant must be signed by both the Project Director and Authorized Official. All four signed originals must be returned to our office.

Also, any pass-through agency that has expended \$500,000 or more in federal grant funds (from all sources) in the organization fiscal year must submit a copy of their audit to our department. Please submit a copy of your most recent audit with your Award of Contract and Special Conditions. If one has already been submitted to our office for another grant, please provide us with the grant name and number.

**Please return all documents as requested to our office no later than Friday, August 13, 2010, if possible, for final authorization by the Department of Public Safety Deputy Director.** All mail correspondence should be addressed to the attention of the CJ/LE Section. A signed copy of the Award of Contract and a copy of the Special Conditions will be returned to you for your records. Please remember that your contract award is not final until you receive a copy of the Award of Contract.

Sincerely,

Eric Shepherd  
CJ/LE Program Manager

cc: Commissioner Ken Pearson  
Det. Andy Anderson  
File

Enclosures

374-2010



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
AWARD OF CONTRACT

P.O. Box 749  
Jefferson City, Missouri 65102  
Phone: (573) 751-4905

Contractor Name:  
**Boone, County of**

Project Title:  
**Boone County Sheriff's Department Cyber Crimes Task Force**

Contract Period:		State/Federal Funds Awarded:	Contract Number:
FROM <b>7/1/2010</b> <b>12:00:00 AM</b>	TO <b>6/30/2011</b> <b>12:00:00 AM</b>	<b>\$173,300.24</b>	<b>2009-MJCCG-014</b>

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Special Conditions. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

**This award is subject to Special Conditions (if the box is checked, see attached).**

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

  
\_\_\_\_\_  
Authorized Official

**08/05/2010**  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Director

\_\_\_\_\_  
Date

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the Deputy Director of the Department of Public Safety.

\_\_\_\_\_  
Deputy Director, Department of Public Safety

**July 1, 2010**  
\_\_\_\_\_  
Award Date

# **RECOVERY ACT SPECIAL CONDITIONS**

**MISSOURI DEPARTMENT OF PUBLIC SAFETY  
Criminal Justice/Law Enforcement Grant Section  
American Recovery and Reinvestment Act of 2009 (Recovery Act)  
Multi-Jurisdictional Cyber Crime Grant (MJCCG)  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

<b>Applicant Agency:</b>	Boone, County of
<b>Project Title:</b>	Boone County Sheriff's Department Cyber Crimes Task Force
<b>Contract Number:</b>	2009-MJCCG-014
<b>Contract Period:</b>	7/1/2010 12:00:00 AM to 6/30/2011 12:00:00 AM

**By signing the Award of Contract and Special Conditions for the 2010 Recovery Act - MJCCG/JAG Program, the unit of local government (Applicant Agency, hereafter Applicant) enters a binding contract with the Missouri Department of Public Safety to purchase the specific items approved under this contract and perform the services as outlined in the approved application. In accepting this award and Recovery Act-JAG program-specific special conditions, the unit of local government and law enforcement agency agrees to the following:**

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In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparallel scrutiny, with specific distribution and reporting requirements by the federal government and the State of Missouri.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds through this contract that each Applicant assures that it will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the State of Missouri for compliance with ARRA and other related federal and state laws. Further, it is understood that this contract is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director of the Office of Management and Budget (OMB) or other federal agencies. Each Applicant specifically assures that it will comply with all such requirements as published at any time during the contract period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

***OFFICE OF JUSTICE PROGRAMS SPECIAL CONDITIONS:***

- 1. CONFLICT WITH OTHER STANDARD TERMS AND CONDITIONS:** The Applicant understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements.

2. **ACCESS TO RECORDS; INTERVIEWS:** The Applicant understands and agrees that Department of Justice (including Office of Justice Programs and the Office of the Inspector General), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The Applicant also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee regarding transactions related to this Recovery Act award.
3. **ONE-TIME FUNDING:** The Applicant understands that awards under the Recovery Act will be one-time awards.
4. **SEPARATE TRACKING AND REPORTING OF FUNDS AND OUTCOMES:** The Applicant agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs.

Recovery Act funds may be used in conjunction with other funding as necessary to complete projects but tracking and reporting of Recovery Act funds must be separate. Accordingly, the accounting systems of the Applicant must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The Applicant further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

5. **DUNS AND CCR FOR REPORTING:** The Applicant agrees that, no later than October 5, 2009, the Applicant will have a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database.
6. **TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS:**
  - a. The Applicant agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
  - b. The Applicant agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) information and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Applicant is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III of the SF-SAC.
7. **REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF RECOVERY ACT:**
  - a. The Applicant agrees to complete projects or activities which are funded under the Recovery Act and to report on use of the Recovery Act funds provided through this award. Information from these reports will be made available to the public.
  - b. The reports are due no later than five (5) calendar days after each calendar quarter in which the Applicant receives the assistance award funded in whole or in part by the Recovery Act.
  - c. The Applicant assures it will maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

8. **REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT:** The Applicant must promptly refer to the Department of Public Safety any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other persons has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.
9. **PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS:** The Applicant recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act: [www.ojp.usdoj.gov/recovery](http://www.ojp.usdoj.gov/recovery).
10. **LIMIT ON FUNDS (RECOVERY ACT, SECTION 1604):** The Applicant agrees that none of the funds under this award may be used by any State of local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
11. **WAGE RATE REQUIREMENTS (RECOVERY ACT, SECTION 1606):** The Applicant understands that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
12. **NEPA AND RELATED LAWS:** The Applicant understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 *et seq.*) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Applicant agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
13. **MISUSE OF AWARD FUNDS:** The Applicant understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
14. **ADDITIONAL REQUIREMENTS AND GUIDANCE:** The Applicant agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarification of Recovery Act requirements.
15. **ADDITIONAL REPORTING REQUIREMENTS:** A 2008 amendment to the Transparency Act called the "Government Funding Transparency Act of 2008" (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the Applicant understands that it may be required to report information under the Transparency Act, including, but not limited to:
  - a. The name of the entity receiving the award;
  - b. The amount of the award;
  - c. The transaction type;
  - d. The funding agency;
  - e. The Catalog of Federal Domestic Assistance number;
  - f. The program source;
  - g. The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
  - h. The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
  - i. A unique identifier of the entity receiving the award;
  - j. A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and

- k. The names and total compensation of the five most highly compensated officers of the company if it received:  
1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

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**STATE OF MISSOURI/DEPARTMENT OF PUBLIC SAFETY SPECIAL CONDITIONS:**

1. **WHISTLEBLOWER PROTECTION:** In accordance with ARRA, §1553, the Applicant assures that it shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the federal government or any representative thereof, the State of Missouri, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Applicant assures that it shall post notice of the rights and remedies provided in ARRA, §1553.
2. **INSPECTION OF DOCUMENTS:** In accordance with ARRA, §§902, 1514 and 1515, the Applicant assures that it will cooperate with any representative of the State of Missouri, Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this contract, and agrees that it and its personnel can be interviewed by said entities regarding this contract and related program.
3. **ADDITIONAL RESTRICTIONS:** In accordance with ARRA, §1554, the Applicant assures to the maximum extent possible that it will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures. It will also provide a summary to the State of Missouri, Department of Public Safety of any said contract awarded by the Applicant that is not fixed-price and not awarded using competitive procedures for posting in a special section of the website established in ARRA, §1526.

***Failure to comply with any of the foregoing Special Conditions could result in funds being withheld until such time as the Applicant takes appropriate action to rectify the incident(s) of non-compliance. The Applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.***

**Applicant Acceptance of Special Conditions:**

\_\_\_\_\_  
Authorized Official

08/05/2010  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Director

\_\_\_\_\_  
Date

# **MJCCG SPECIAL CONDITIONS**

**MISSOURI DEPARTMENT OF PUBLIC SAFETY  
Criminal Justice/Law Enforcement Grant Section  
American Recovery and Reinvestment Act of 2009 (Recovery Act)  
Multi-Jurisdictional Cyber Crime Grant (MJCCG)  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

<b>Applicant Agency:</b>	Boone, County of
<b>Project Title:</b>	Boone County Sheriff's Department Cyber Crimes Task Force
<b>Contract Number:</b>	2009-MJCCG-014
<b>Contract Period:</b>	7/1/2010 12:00:00 AM to 6/30/2011 12:00:00 AM

**By signing the Award of Contract and Special Conditions for the 2010 Recovery Act - MJCCG/JAG Program, the unit of local government (Applicant Agency, hereafter Applicant) enters a binding contract with the Missouri Department of Public Safety to purchase the specific items approved under this contract and perform the services as outlined in the approved application. In accepting this award and JAG program-specific special conditions, the unit of local government and law enforcement agency agrees to the following:**

## **STATE OF MISSOURI / DEPARTMENT OF PUBLIC SAFETY SPECIAL CONDITIONS:**

- 1. RELEASE OF FUNDS:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
- 2. PEACE OFFICER CERTIFICATION:** The law enforcement agency under this contract assures it is in full compliance with Sections 590.100 to 590.180, RSMo relating to peace officer certification. Section 590.180, RSMo, subsection 2 requires that, *"Any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 or who is otherwise in violation of any provision of section 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety, or criminal justice purposes."*
- 3. UCR, RACIAL PROFILING, & FEDERAL SEIZURE REPORTING:** The law enforcement agency under this contract assures that it is in full compliance with the provisions of Section 43.505 RSMo relating to uniform crime reporting, Section 590.650, RSMo relating to racial profiling reporting, and Section 513.653 RSMo relating to the audit of federal seizures. Failure to comply with these sections by the law enforcement agency may result in the withholding of federal funds or termination of this Contract.
- 4. DATA COLLECTION:** To complete and submit any reports required for this program. The reports requested may require reporting on fiscal, operational, and statistical matters. Failure to submit reports by the deadline dates may result in delay for reimbursement requests.
- 5. ALLOWABLE COSTS:** Only allowable and approved contract purchases can be reimbursed from this account. This fund may not be utilized to pay debts incurred by other activities.
- 6. ACTIVITIES WITHIN CONTRACT PERIOD:** To purchase or use funds only towards those items approved in the contract application no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety.
- 7. EQUIPMENT:** To submit copies of invoices to the Missouri Department of Public Safety for any equipment with the monthly expenditure report to verify approved purchases.



8. **EQUIPMENT TAGS:** Any equipment items purchased under this contract will be used for criminal justice purposes only and must be labeled with an inventory control tag that states the item was purchased with 2010 Recovery-MJCCG funds. All items must also be recorded in an inventory control listing.
9. **TRAINING:** To submit copies of training certificates (or adequate documentation in the event a certificate is not generated) with the monthly expenditure report to verify the completion of training as funded by the Missouri Department of Public Safety.
10. **PROGRAM CHANGES:** Notify the Missouri Department of Public Safety on the *Change of Information* form in the event of a change in the Authorized Official, Project Director, Officer in Charge, and/or other program staff approved within the contract.
11. **BUDGET CHANGES:** Budget Revisions must be submitted in writing on a *Request to Revise the Budget* form at least 30 days prior to the end of the contract period and at least 30 days prior to the proposed change going into effect. Any budget revisions received less than 30 days prior to the end of the contract will not be reviewed.
12. **MONITORING:** All documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request.
13. **ENFORCEABILITY:** If a Applicant fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
14. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**
  - a. Pursuant to §285.530.1, RSMo, the Applicant assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Applicant shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
  - b. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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#### **OFFICE OF JUSTICE PROGRAMS GENERAL SPECIAL CONDITIONS:**

1. **FINANCIAL GUIDE:** The Applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.  
<http://www.ojp.usdoj.gov/financialguide/index.htm>
2. **CIVIL RIGHTS/EEOP:** The Applicant acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Applicant is required to submit one pursuant to 28 CFR section 42.302), approved by the Office of Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Applicant is in compliance.
3. **AUDIT:** The Applicant agrees to comply with the organizational requirements of OMB Circular, A-133, Audits of States, Local Governments and Non-Profit organizations, as further described in the current edition of OJP's Financial Guide, Chapter 19.

4. **USE OF FEDERAL FUNDS/LOBBYING:** The Applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of OJP.
5. **NEPA:** The Applicant agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds. Accordingly, prior to obligating grant funds, the Applicant agrees to first determine if any of the following activities will be related to the use of the grant funds.

The Applicant understands this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Applicant or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

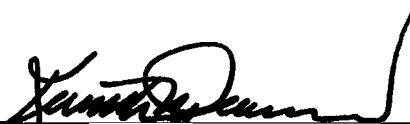
Application of This Special Condition to Applicant's Existing Programs or Activities: For any of the Applicant's existing programs or activities that will be funded by these grant funds, the Applicant, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of national or program environmental assessment of that funded program or activity.


6. **28 C.F.R. PART 23:** The Applicant agrees to comply with 28 CFR Part 23 if federal funds are used to support Criminal Intelligence Systems.
7. **NON-SUPPLANTING:** The Applicant assures that funds received under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
8. **SAFE STREETS ACT:** The Applicant assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C.
9. **DISCRIMINATION:** Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.
10. **ENFORCING CIVIL RIGHTS LAWS:** All recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

11. **LIMITED ENGLISH PROFICIENCY (LEP):** In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S. C., recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs or activities for persons with LEP. For more information, visit <http://www.lep.gov>.

*Failure to comply with any of the foregoing Special Conditions could result in funds being withheld until such time as the Applicant takes appropriate action to rectify the incident(s) of non-compliance. The Applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.*

**Applicant Acceptance of Special Conditions:**

  
\_\_\_\_\_  
Authorized Official

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Director

\_\_\_\_\_  
Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 5<sup>th</sup> day of August 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve Sole Source Purchase – 97-123110SS – Pitney Bowes Mail Equipment Maintenance to purchase annual hardware maintenance for postage, inserter and other mail equipment. It is further ordered the Presiding Commissioner is hereby authorized to sign said sole source form.

Done this 5<sup>th</sup> day of August, 2010.

ATTEST:

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

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director



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

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## MEMORANDUM

RECEIVED

AUG 03 2010

BOONE COUNTY AUDITOR

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: August 2, 2010  
RE: Sole Source Purchase – 97-123110SS – Pitney Bowes Mail Equipment Maintenance

The Information Technology Department requests permission to utilize Pitney Bowes Inc. of Louisville, Kentucky as a sole source vendor to purchase annual hardware maintenance for the postage, inserter and other mail equipment located in Boone County's mailroom.

Pitney Bowes Inc. is the only authorized service provider for Pitney Bowes equipment. Service, repairs or other maintenance provided by any other company will void any applicable Pitney Bowes warranty. (See attached Pitney Bowes letter).

The intent to purchase this maintenance as sole source from Pitney Bowes was advertised in the Missourian newspaper on August 4th.

The attached Purchase Requisition includes the 2009 maintenance for \$895.58 and the 2010 maintenance of \$5,373.45 for a total of \$6,269.03. Invoices will be paid from department 1194 – Mail Services, account 60050 – Equipment Service Contract.

Attached is the sole source request form for signature submitted by the Information Technology Department.

ATT Sole Source Request  
Pitney Bowes letter

cc: Aron Gish, IT  
Sole Source File

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



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

## SOLE SOURCE/NO SUBSTITUTE FACT SHEET

<b>Originating Office</b>	Information Technology Department
<b>Person Requesting</b>	Aron Gish, IT Director
<b>Date Requested</b>	July 15, 2010
<b>Contact Phone Number</b>	573-886-4319

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 8-2-10 Date

SOLE SOURCE NUMBER: 97-12311055  
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] Signature 8/5/2010 Date

Expiration Date: 20 through Maintenance is ongoing 20 One Time Purchase (check)

<b>Vendor Name</b>	Pitney Bowes, Inc.
<b>Vendor Address</b>	P.O. Box 856390, Louisville, KY 40285-6390
<b>Vendor Phone and Fax</b>	800-322-8000 - phone
<b>Product Description</b>	Annual hardware maintenance - Postage and Inserter Machines
<b>Estimated Cost</b>	<del>86,143.02</del> 6269.03
<b>Department/Account Number(s) Invoices Will Be Paid</b>	1194 - 60050

**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.  
[Signature] Auditor 8/3/10 Date 1194-60050

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
  - Only Known Source-Similar equipment or material not available from another vendor
  - Equipment or materials must be compatible with existing Equipment
  - Immediate purchase necessary to correct situation threatening life/property
  - Lease Purchase - Exercise purchase option on lease
  - Medical device or supply specified by physician
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)

Other - List (attach additional sheets if necessary)

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2. Briefly describe the commodity/material you are requesting and its function.  
\*\* Annual hardware maintenance for Mail Service Department equipment Pitney Bowes Postage and Inserter machines.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.  
\*\* Vendor Pitney Bowes is the manufacturer of this equipment. They also provide software support and software updates, phone support with this annual maintenance coverage. Software updates and phone support would not be available with another vendor.
4. What research has been done to verify this vendor as the only known source?  
\*\* IT compared and visited other vendors with similar Mail Service equipment at time of purchase.
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?  
 Yes (please attach a list of known sources)  
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.  
\*\* Yes. Must have annual hardware agreement to receive software support/updates and phone support from Pitney Bowes. This is to stay in compliance with United States Postal Service.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?  
\*\* Annual maintenance will need to be purchased each year the equipment is in service for the county.
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).  
\*\* Bid #EPS050076-A2-2 – Purchase Order #2008000208. No other sole source purchases have occurred since initial purchase.
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.  
\*\* First year maintenance was included in initial purchase. Bid #EPS050076-A2-2 – Purchase Order #2008000208.
10. What are the consequences of not securing this specific commodity/material?  
\*\* USPS Mail cannot be processed for Boone County. Large county mailings such as the tax bills and PPDecs cannot be processed for mailing.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).  
\*\* N/A
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?  
\*\* This sole source will be needed for as long as the equipment is operational in the Mail Service Department.



PRICE QUOTATIONS ON MAINTENANCE AGREEMENTS AND POSTAGE METER RENTAL CONTRACTS

\*\*\*\*THIS IS NOT A BILL!\*\*\*\*

July 28, 2010

Boone County Information Technology
801 E. Walnut Street Rm 221
Columbia, MO 65201-4890

Dear Valued Customer:

Please accept this as a written confirmation of our current pricing on your equipment. This price is only for the models and serial numbers of equipment indicated below for your fiscal year for the period of coverage: 11/1/09-12/31/10.

Install Account Number: 1118-5775-20-9

For period 11/1/09-12/31/09:

Table with 4 columns: Model, Serial No., Description, Annual price. Lists equipment like DM1000 Mail Machine, Power Stacker, Scale, Printer, and Vertical Power Stacker with their respective prices.

For period 01/01/10-12/31/10:

Table with 4 columns: Model, Serial No., Description, Annual price. Lists equipment like DM1000 Mail Machine, Power Stacker, Scale, Printer, and Vertical Power Stacker with their respective prices.

Handwritten note: 895.58

Handwritten note: 5373.45

Quoted amounts do not include any applicable state or local taxes.

Reminder \*Account Number and Serial Number must be Included on your Purchase Order and forwarded to:

Pitney Bowes Inc./Government Billing
1305 Executive Blvd. Suite 200
Chesapeake, VA 23320

Handwritten note: Total 6269.03

Thank you for doing business with Pitney Bowes.

Sincerely, Government Billing
Phone: (800) 441-2514, Option 1, State/Local Government
Fax: (757) 228-3141





LEADING PROVIDER OF INFORMED  
MAIL AND MESSAGING MANAGEMENT

July 19, 2010

Mr. Tyson Boldan  
Boone County Purchasing  
601 E. Walnuts, Room 209  
Columbia, Missouri 65201

Dear Mr., Boldan

Pitney Bowes Inc. is the only authorized service provider for Pitney Bowes equipment. Service, repairs or other maintenance provided by any other company will void any applicable Pitney Bowes warranty.

The Service Level Agreement is to provide service by repair or replacement by Pitney Bowes Inc for the equipment selected by you during your maintenance service term.

If you should have any questions please contact me via e-mail at: [snl.contracts@pb.com](mailto:snl.contracts@pb.com)  
or (203)351-7866

Very truly yours,

A handwritten signature in black ink, appearing to read "A. Adams", written over a horizontal line.

Arthur E. Adams  
Director, Cooperative Contracts

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director of Purchasing



601 E. Walnut-Rm 209  
Columbia, MO 65201  
Phone (573) 886-4391  
Fax (573) 886-4390

---

**To:** Susan Richison (884-0003)  
twitchells@missouri.edu

**From:** Melinda Bobbitt, Director of Purchasing

**RE:** Advertisement for Sole Source Purchase

**Date:** August 2, 2010

**The following is a sole source purchase advertisement. Please call if you have any questions.**

## NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

### **Annual hardware maintenance on postage and inserter mail machine equipment through Pitney Bowes of Louisville, KY**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, August 10, 2010**. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Melinda Bobbitt, CPPB  
Director, Boone County Purchasing

Insertion date: Wednesday, August 4, 2010  
COLUMBIA MISSOURIAN

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the

5<sup>th</sup>

day of August

20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for a walk-behind mower purchased from Minor Equipment and Tools instead of Machinery and Equipment:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6100	23850	Facilities Maintenance	Minor Equipment & Tools	3,440.00	
6100	91300	Facilities Maintenance	Machinery & Equipment		3,440.00

Done this 5<sup>th</sup> day of August, 2010.

ATTEST:

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

Kenneth M. Pearson  
 Kenneth M. Pearson  
 Presiding Commissioner

Karen M. Miller  
 Karen M. Miller  
 District I Commissioner

Absent  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET REVISION

376-2010

## BOONE COUNTY, MISSOURI

7/28/10  
**EFFECTIVE DATE**

To: County Clerk's Office  
Comm Order # \_\_\_\_\_

JUL 28 2010

**FOR AUDITORS USE**

Department				Account					Department Name		Account Name		(Use whole \$ amounts)	
													Transfer From	Transfer To
											Decrease	Increase		
6	1	0	0	2	3	8	5	0	Facilities Maint	Minor Equip & Tools	3440			
6	1	0	0	9	1	3	0	0	Facilities Maint	Machinery & Equip		3440		

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

BOONE COUNTY AUDITOR

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): **A walk-behind mower was purchased for use at the Boone County Jail. This was purchased with funds from Minor Equipment and Tools but should have been approved and paid for out of Machinery and Equipment, as the equipment cost exceeded \$1000.**

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:

  
Auditor's Office

*Agenda*

  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER

## Jody Moore - Re: Lawnmower purchase

---

**From:** Caryn Ginter  
**To:** Bob Davidson  
**Date:** 7/28/2010 8:31 AM  
**Subject:** Re: Lawnmower purchase  
**CC:** Jody Moore

---

Bob,

I spoke with June and we do need to move this expense to class 9. You will need to prepare a budget revision moving funds from the account 23850 Minor Equip & Tools <\$1,000 to account 91300 Machinery & Equipment. A journal entry also needs to be prepared to move the actual expense.

The budget revision will have to go on the commission agenda, but June doesn't feel you need to be there. We will send information to the Commissioners when we send the budget revision to the Clerk's office so they know it is a matter of ratifying a decision they had previously made.

Thanks,  
Caryn

>>> Bob Davidson 7/21/2010 11:43 AM >>>  
Caryn,

The John Deere 955 tractor used to mow the grass at the Sheriff's Department is in need of transmission work (with an estimate of \$6,000) if it was to continue to be used to mow daily. It would not make it through this summer, if used that way. I discussed with the Sheriff's Department and the Commissioners (in 3-C Meetings) and all approved of the idea to get a walk-behind mower to reduce damage from the inmates using the riding equipment. There was some delay, when the Sheriff's Dept. was deciding if they needed hydraulics on it or not. I was unaware that the item needed to go into Class 9, instead of minor equipment, and get additional approval. I had the three quotes required between \$2500 and \$4500 and verbal Commission approval so I thought I was following procedure.

Bob

>>> Caryn Ginter 7/21/2010 9:46 AM >>>  
Hi Bob,

I've attached the documentation for the lawnmower that was purchased in June. Can you give me the history behind this purchase?

The reason I'm asking is that this purchase was for a single item over \$1,000 so it should have gone through a class 9 account and required a budget revision and Commission approval. It was paid for out of 23850 Minor Tools & Equip <\$1,000. The quotes date from April to June, so it doesn't look like this was an emergency purchase.

Once I get the background information from you, I'll need to visit with June to see if Commission approval is still required.

Thanks,  
Caryn

# PAYMENT REQUISITION BOONE COUNTY, MISSOURI

TRANS: 2010 001743



06/30/2010  
REQUISITION  
DATE

07/21/2010  
VENDOR  
DUE DATE

Check Routing Instructions

000440 ✓ HENDERSON IMPLEMENT CO INC  
VENDOR NO. VENDOR NAME

WRITTEN QUOTES  
BID NUMBER

Notes:

RECEIVED  
JUL 01 2010  
BOONE COUNTY AUDITOR

Fund / Dept	Account	Invoice Number	Customer Account Number	Amount
6100	23850	130023	BOONC8 BOONE CO FACILITY MAI SITE 2 LAWN MOWER	3440.00
GRAND TOTAL :				3440.00

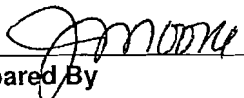
10-3794

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

  
\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

\_\_\_\_\_  
Approving Official

  
\_\_\_\_\_  
Prepared By

  
\_\_\_\_\_  
County Commission Approval

  
\_\_\_\_\_  
Auditor Approval

# HENDERSON IMPLEMENT CO.

6111 PARIS ROAD  
COLUMBIA, MO 65202  
573-442-1252



<b>SOLD TO:</b>					<b>SHIP TO:</b>				
BOONE COUNTY FACILITY MAI 601 EAST WALNUT COLUMBIA MO 65201 <i>Suite 286</i> <i>Bob Davidson</i>					BOONE COUNTY FACILITY MAI 601 EAST WALNUT COLUMBIA MO 65201  WORK PHONE: 573-886-4400				

Acct No.	Payment	Date	Time	Invoice Number	SP	P.O. Number	Tax ID	Pg.#
BOONC8		6/21/10	11:50AM	130023	5			1
Starting Date	Ending Date	Make	Model	Serial Number	Stock Number			
6/21/10								
Promised	Call When Ready?	Deliver?	Usage	2nd Serial Number	Invoice Type	St.#		
<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO			PRELIMINARY I	01		

QUANTITY	B/O	DESCRIPTION OF WORK DONE / PART NUMBERS	PRICE	AMOUNT
		STOCK#: SC0C0600354 MODEL: SW48V-16KAI MK: SC		3440.00
		SERIAL: C0600354 DESC: SCAG SW48V016KAI WALK BEHIND		

Site # 2  
Acct/Class 6100 23850  
Approved by [Signature]

*Boone Co Facility mai*

HENDERSON IMPLEMENT CO.  
LOOKUP PARTS ONLINE AT:  
WWW.HENDERSQNIMP.COM

I certify the items on this invoice are for agricultural use. If these items are not used exclusively for this purpose, I will be liable for the tax, interest and penalty.

SIGNATURE [Signature]

INVOICE NO. 130023



EQUIPMENT	3440.00
LABOR	0.00
PARTS	0.00
FREIGHT	0.00
MILEAGE	0.00
OTHER	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	3440.00
SALES TAX	
<b>TOTAL AMOUNT</b>	<b>3440.00</b>



**JOHN DEERE**

**SYDENSTRICKER IMPLEMENT CO.**

1520 North Route J  
Rocheport, MO 65279  
Phone: 573-446-3030  
Fax: 573-446-3031  
www.sydenstrickers.com

Attn: Bob Davidson  
Boone County Jail  
phone: 886-4401  
fax: 886-4402

5/3/2010

Bob,  
Thank you for your interest in John Deere Commercial Walk Behind mowers and for this opportunity to submit the following quotation.

1--New	John Deere 7G18 Commercial Walk Behind Mower 18hp, 48" mower deck, gear drive fully serviced and delivered price=====	<b>\$3,573.00</b>
--------	---	-------------------

Respectfully submitted by:  
Howard D. Jones  
Sydenstricker Implement Co  
573-446-3030







"Buy where you get parts and service!"

QUOTE

Date: April 28, 2010  
 INVOICE # [100]  
 Expiration Date: [Date]

**Lees Lawn Care and Equipment, LLC**  
 2600 Rangeline  
 Columbia Mo 65202  
 573-442-5834 phone  
 573-442-5836 fax

To [Name]  
 [Company Name]  
 [Street Address]  
 [City, ST ZIP Code]  
 [Phone]  
 Customer ID [ABC12345]

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
					Due on receipt	

Qty	Item #	Description	Unit Price	Discount	Line Total
1	Model 30638	Toro 16HP Kawasaki FSw/ 48" Turbo Force fixed deck/Pistol Grip			\$3589.00
Total Discount					
					Subtotal
					Sales Tax
					Total

Quotation prepared by: Carol Lewis \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

**Thank you for your business!**  
**Lees Lawn Care & Eq, LLC**  
 2600 Rangeline  
 Columbia Mo 65202  
 573-442-5834

ACCT. PAYABLE



NO 158746

DATE 7/09/2010

THREE THOUSAND FOUR HUNDRED FORTY AND 00/100\*\*\*\*\* \$ \*\*\*\*\*3,440.00

VOID AFTER 180 DAYS

PAY TO HENDERSON IMPLEMENT CO INC  
THE ORDER 6111 PARIS RD  
OF COLUMBIA, MO 65202-0000



INVOICE	PURCHASE ORDER	DESCRIPTION	VENDOR	440 158746	AMOUNT
130023		BOONC8 BOONE CO FACILITY MAI			3,440.00
			TOTAL	*****	*****3,440.00

7/29/2010

FY 2010  
Budget Amendments/Revisions  
Facilities Maintenance (6100)

<u>Index #</u>	<u>Date Recd</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	7/28/2010	6100	23850	Minor Equipment < \$1,000		3,440	Reclassify funds to purchase walk-behind mower for use at the jail.	
		6100	91300	Machinery & Equipment	3,440			

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 10

In the County Commission of said county, on the 5<sup>th</sup> day of August 20 10

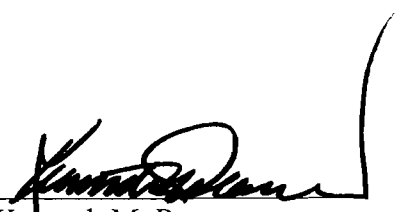
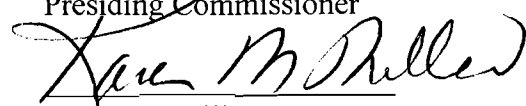
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner Ken Pearson to sign Change Order #1 in the amount of \$41,375.00 for the Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Roadway and Drainage Improvement Project.

Done this 5<sup>th</sup> day of August, 2010.

ATTEST:

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

  
Kenneth M. Pearson  
Presiding Commissioner  
  
Karen M. Miller  
District I Commissioner  
Absent  
Skip Elkin  
District II Commissioner

## USE WHEN CONTINGENCY IS SPECIFIED

Original PO # 2009-228		Check each change order action & total action
Original Contract Amount-Contingency Identified	\$ 524,821.50	
Contingency included on PO	\$ 52,482.15	
Ceiling Per Change Order @ 5% of Original Contract	\$ 26,241.08	
<b>Change Order #1</b> Received: PO #	\$ 41,375.00	Action Required Change Order #1 <b>HEARING REQUIRED</b>
<b>Change Order #2</b> Received: PO #		Action Required Change Order #2 <b>Liason Commissioner</b>
<b>Change Order #3</b> Received: PO #		Action Required Change Order #3 <b>Liason Commissioner</b>
<b>Change Order #4</b> Received: PO #		Action Required Change Order #4 <b>Liason Commissioner</b>
Less Total Change Orders (Includes Current Change Order)	\$ 41,375.00	Action Required re: Total Change Orders <b>look to individual change order no addition to PO</b>
Available Contingency	\$ 11,107.15	

RECEIVED

JUL 28 2010

BOONE COUNTY AUDITOR

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS  
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1)      P.O. 2009000228      Job No.: 52-24SEP09      Date: 7/23/10

Project Location: Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District Roadway and Drainage Improvement Project

**CHANGE ORDER #1**

Contractor: Wilcoxson Excavating & Construction

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

**CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:**

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

**Contract Amount:** Add to the Contract Amount a total of

Forty One Thousand Three Hundred seventy Five dollars and 00/100 (\$41,375.00)

CONTRACTOR - Wilcoxson Excavating & Construction

SIGNATURE *Don Wicks*      DATE 7-26-10

Recommended by: Chief Public Works Inspector      Approved by Director *DC*

SIGNATURE *Keith Austin*      DATE 7/27/10

Accepted by: Boone County

SIGNATURE *[Signature]*      DATE 8/05/2010

**STATEMENT OF CONTRACT AMOUNT:**

ORIGINAL CONTRACT AMOUNT		\$ 524,821.50
PREVIOUS ADDITIONS		\$ 0.00
TOTAL		\$ 524,821.50
PREVIOUS DEDUCTIONS		\$ 0.00
NET PRIOR TO THIS CHANGE		\$ 524,821.50
AMOUNT OF THIS CHANGE	<u>X</u>	\$ 41,375.00
<b>CONTRACT AMOUNT TO DATE</b>		\$ 566,196.50

**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 E. Richford*      7/28/10      2045-71100  
Auditor *[Signature]*      Date 5260-71100

# Boone County Public Works Design and Construction

## Exhibit A

Change Order # 1

P.O.:2009000228

Project #: 52-24SEP09

Date: 7/23/10

Project: Lakewood Estates, Lakewood Villas and Valley Creek Neighborhood Improvement District  
Roadway and Drainage Improvement Project

Contractor: Wilcoxson Excavating & Construction

Address: 2000 East Broadway  
Columbia, Missouri 65201

**Description of Changes:**

1. This increase occurred because the excavation required to install sanitary and storm sewer improvements were deemed to be too close the root balls. Due to this it was feared that the trees would not survive the construction process.
2. This increase occurred due to inclement weather conditions and unforeseen subgrade conditions.
3. This increase occurred because there was a unidentified connection that was effected by the sanitary sewer work.
4. This change occurred in order to maintain accessibility for the residents of the Lakewood area NID project after a unforecasted heavy rain event that occurred on April 24, 2010.
4. This change occurred due to a combination of unseasonably wet weather and the failure of existing concrete road surfaces. This application of rock was installed to alleviate ingress and egress issues and to help to stabilize saturated subgrade.

ITEM	CONTRACT AMOUNT	UNITS TO BE CONSTRUCTED	OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF CHANGE
Tree Removals	7	9	2	\$200.00	\$400.00
Subgrade Extra Depth Removal / Replacement	25	77.94	52.94	\$250.00	\$13,235.00
Sanitary Sewer Service Connection	1	2	1	\$1,200.00	\$1,200.00
Temporary Rock	0	367.2	367.2	\$25.00	\$9,180.00
4" Type 1 Rolled Stone Base Rock (Under Roadway)	0	6200	6200	\$2.80	\$17,360.00

**TOTAL THIS CHANGE ORDER: \$41,375.00**

ORIGINAL CONTRACT AMOUNT	\$524,821.50
TOTAL OF PREVIOUS CHANGES	\$0.00
TOTAL THIS CHANGE ORDER	\$41,375.00
NEW CONTRACT TOTAL	\$566,196.50