

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid 10-21MAR01 as follows:

FOR	TO
2001 ½ Ton Pickup Truck 4x4	Putnam Chevrolet

Done this 3rd day of April, 2001.

ATTEST:

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

Don Stamper
Don Stamper
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, 2nd Floor
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4402

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 3, 2001
RE: 10-21MAR01 2001 ½ Ton Pickup Truck 4x4

On March 1, 2001 the Purchasing department received a request from the Public Works department to issue a Bid for three, 2001 ½ Ton Pickup Trucks. The Bid was issued on March 14, 2001.

The Bid closed on March 28, 2001. A total of five bids were received from the following vendors: Putman Chevrolet, Thompson Sales Company, Riley Chevrolet, Mike Kehoe Ford, and Shawnee Mission Ford.

Upon the completion of bid evaluations, Public Works and Purchasing recommend award to Putnam Chevrolet-Pontiac of California, MO, for having the lowest and best bid meeting the minimum specifications. Public Work's total budgeted amount for three trucks was \$65,100. The bid included trade-in of three, 1993 Ford F150 Pickup Trucks located in Public Works. The final cost of the contract to Putnam Chevrolet-Pontiac is \$52,321.00. This price includes the base bid plus add alternates, minus trade-ins, as detailed on the attached Bid Tabulations. At this time we are requesting disposal of three trucks. Disposal forms are attached to this memo for county commission's approval.

BID TABULATION
10-21MAR01 - 2001 1/2 Ton Pickup Truck 4x4

PUTMAN CHEVROLET CALIFORNIA, MO			THOMPSON SALES COMPANY SPRINGFIELD, MO			RILEY CHEVORLET, INC. JEFFERSON CITY, MO				
Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price		
4.7.1.	Vehicle #1 per Section 2.2.	\$ 17,055.00	3	\$ 51,165.00	\$ 18,752.00	3	\$ 56,256.00	\$ 20,755.00	3	\$ 62,265.00
4.7.2.	Make:	Chevrolet			GMC			Chevrolet		
4.7.3.	Model:	2001 CK15903			Sierra 1500 1K5093			CK 15903		
4.7.4.	ADD ALTERNATES									
4.7.4.1.	Automatic Speed Control	\$		206.00	\$		200.00	\$		206.00
4.7.4.2.	Extra heavy-duty front and rear shock absorbers with towing package as defined in 2.2.17.2	\$		404.00	\$		317.00	\$		327.00
4.7.4.3.	Large Capacity Fuel Tank	\$		662.00			n/a			STD
4.7.4.4.	Power windows and door locks				\$		640.00			
4.7.4.5.	Interval windshield wipers/washers			n/c			included			n/a
4.7.4.6.	Tinted rear sliding glass window	\$		280.00	\$		239.00			
4.7.4.7.	Painted rear step bumper			n/c	\$		37.00			STD
4.7.5.	Warranty									n/a
4.7.6.	Warranty Restrictions									STD
4.7.7.	Delivery ARO									
4.8.	TRADE IN VEHICLE VALUES									
4.8.1.	#1 1993 Ford F150 XL Pickup, Vin #: 1FTEF15Y9PNB00295	\$		750.00			No response to addendum			No response to addendum
4.8.2.	#2 1993 Ford F150 XL Pickup, Vin #: 1FTEF15Y2PNB00297	\$		1,750.00			No response to addendum			No response to addendum
4.8.3.	#3 1993 Ford F150 XL Pickup, Vin #: 1FTEF15Y7PNB00294	\$		1,000.00			No response to addendum			No response to addendum
4.8.4.	Grand Total	\$		3,500.00						
Grand Total Base Bid - Trade in (4.7.1. - 4.8.4.)				\$47,665.00			\$56,256.00			\$62,265.00
Grand Total: Base Bid + Alternates Trade In 4.7.1. + (4.7.4.1. - 4.7.4.7.) - 4.8.4.				\$52,321.00			\$60,555.00			\$63,864.00

BID TABULATION
10-21MAR01 - 2001 1/2 Ton Pickup Truck 4x4

MIKE KEHOE FORD, INC.	SHAWNEE MISSION FORD
------------------------------	-----------------------------

	Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
4.7.1. Vehicle #1 per Section 2.2.	\$ 21,222.00	3	\$ 63,666.00	\$ 19,383.00	3	\$ 58,149.00
4.7.2. Make:			Ford			Ford
4.7.3. Model:			F150			F150 RC 4x4 XL
4.7.4. ADD ALTERNATES						
4.7.4.1. Automatic Speed Control			In Bid			Included
4.7.4.2. Extra heavy-duty front and rear shock absorbers with towing package as defined in 2.2.17.2	\$		1,781.00	\$		298.00
4.7.4.3. Large Capacity Fuel Tank			N/A			30 gal std
4.7.4.4. Power windows and door locks			In Bid	\$1797.00		- requires XLT PKG
4.7.4.5. Interval windshield wipers/washers			STD			STD
4.7.4.6. Tinted rear sliding glass window			In Bid	\$		107.00
4.7.4.7. Painted rear step bumper			N/A			STD
4.7.5. Warranty						
4.7.6. Warranty Restrictions						
4.7.7. Delivery ARO						

Note: Bid does not include Front Heavy Duty Shocks or 5.4 engine

4.8. TRADE IN VEHICLE VALUES						
4.8.1. #1 1993 Ford F150 XL Pickup, Vin #: 1FTEF15Y9PNB00295	\$		2,000.00	\$		1,900.00
4.8.2. #2 1993 Ford F150 XL Pickup, Vin #: 1FTEF15Y2PNB00297	\$		3,000.00	\$		1,900.00
4.8.3. #3 1993 Ford F150 XL Pickup, Vin #: 1FTEF15Y7PNB00294	\$		3,500.00	\$		2,400.00
4.8.4. Grand Total	\$		8,500.00	\$		6,200.00

Grand Total Base Bid - Trade In (4.7.1. - 4.8.4.)	\$55,166.00	\$ 51,949.00
Grand Total: Base Bid + Alternates - Trade In 4.7.1. +(4.7.4.1.-4.7.4.7.) - 4.8.4.	\$60,509.00	\$58,555.00

No Bids

Southwest MO Truck Center, Springfield, MO
 Beck Motors, Inc., Freeburg, MO
 Al Sherpers Motors, Jefferson City, MO
 Riggins R-CO Inc., Marshall, MO
 F&C Truck Sales and Service, St. Louis, MO

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 1/12/01 FIXED ASSET TAG NUMBER 07869

DESCRIPTION Pickup Truck Ford F150XL Veh #1721

VIN # 1F7EF15Y9PNB00295 Mileage 158,000

REQUESTED MEANS OF DISPOSAL:

TRANSFER TRADE SELL JUNK

OTHER EXPLAIN _____

CONDITION OF ASSET Good/Fair

REASON FOR DISPOSITION Vehicle exceeds life cycle cost/age

DEPARTMENT Public Works SIGNATURE Sam Conrath

AUDITOR

ORIGINAL PURCHASE DATE 6/23/93

ORIGINAL COST 49,736

ORIGINAL FUNDING SOURCE 2741 Road & Bridge 1605

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE _____

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 1/12/01 FIXED ASSET TAG NUMBER 02870

DESCRIPTION Pickup Truck Ford F150XL Vch # 1760

VIN# 1FTEF15Y7PN800294 Mileage 114,000

REQUESTED MEANS OF DISPOSAL:

TRANSFER TRADE SELL JUNK

OTHER EXPLAIN _____

CONDITION OF ASSET Good / Fair

REASON FOR DISPOSITION Vehicle exceeds life cycle cost/age

DEPARTMENT Public Works SIGNATURE [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 6/23/93
ORIGINAL COST \$9,821
ORIGINAL FUNDING SOURCE 2741 - Road & Bridge 1605

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE _____

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

DATE 1/12/01 FIXED ASSET TAG NUMBER 07868

DESCRIPTION Pickup Truck Ford F150XL Vch # 1753

VIN # 1FTEF1542PNB00297 Mileage 163,000

REQUESTED MEANS OF DISPOSAL:

TRANSFER TRADE SELL JUNK

OTHER EXPLAIN _____

CONDITION OF ASSET Good/Fair

REASON FOR DISPOSITION Vehicle exceeds life cycle cost/age

DEPARTMENT Public Works SIGNATURE Sam Conde

AUDITOR

ORIGINAL PURCHASE DATE 6/23/93

ORIGINAL COST 49,736

ORIGINAL FUNDING SOURCE 2741 - Road & Bridge 1605

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER _____

DATE APPROVED _____

SIGNATURE _____

**PURCHASE AGREEMENT FOR
TRUCK(S)**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Putnam Chevrolet, 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 Truck(s), County of Boone Request for Quotation for 2001 ½ Ton Pickup Truck 4x4, bid number 10-21MAR01 including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Contractor's bid response dated March 21, 2001 executed by Gary Wilmesher 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 terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with three (3) Pickup trucks, year 2001 Chevrolet CK15903, including all add alternates, for a purchase price of \$18,607 each. Contractor further agrees to accept the following vehicles as trade-in vehicles for the following trade-in values; one (1) 1993 Ford F150 XL Pickup Truck (Vin #: 1FTEF15Y9PNB00295) with a trade in value of \$750.00; one (1) 1993 Ford F150 XL Pick Up Truck (Vin #: 1FTEF15Y2PNB00297) with a trade in value of \$1,750.00; and one (1) 1993 Ford F150 XL Pickup Truck (Vin #: 1FTEF15Y7PNB00294) with a trade in value of \$1,000.00. The final price of the contract to Contractor is \$52,321.00. All new trucks will be provided in conformity with the bid specifications and as set forth in the Contractor's bid response. All trade in trucks will be accepted as is, where is for the values proposed in the bid response.

3. **Delivery** - Contractor agrees to deliver the vehicles stated above to the Boone County Public Works Department within sixty to ninety days after order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services 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.

PUTNAM CHEVROLET

by _____

title _____

APPROVED AS TO FORM:

County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

Don Stamper
Don Stamper, Presiding Commissioner

ATTEST:

Wendy S. Noren BW
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Jane C. Pitchford
Signature by se

4/3/01
Date

2040-92400 - \$52,321.00

Appropriation Account

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

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

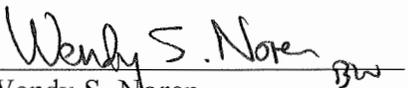
Now on this day the County Commission of the County of Boone does hereby adopt the attached Proclamation for Child Abuse Prevention Month.

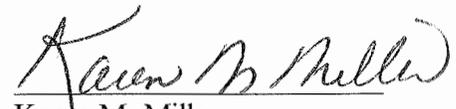
Done this 3rd day of April, 2001.



Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**CHILD ABUSE PREVENTION MONTH
PROCLAMATION**

WHEREAS, child abuse prevention is a community problem and finding solutions depends on involvement among people throughout the community;

WHEREAS, statistics of children who are abused and neglected escalate each year;

WHEREAS, the effects of child abuse are felt by whole communities, and need to be addressed by the entire community;

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious organizations, law enforcement agencies, and the business community;

WHEREAS, youth-serving prevention programs offer positive alternatives for young people and encourage youth to develop strong ties to their community;

WHEREAS, all citizens should become more aware of child abuse and its prevention within the community, and to become involved in supporting parents to raise their children in a safe, nurturing environment;

NOW, THEREFORE the Boone County Commission does hereby proclaim April as Child Abuse Prevention Month in Boone County and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the communities in which we live.

Done this 3rd Day of April 2001.



Don Stamper

Don Stamper, Presiding Commissioner

Karen M. Miller

Karen M. Miller, District I Commissioner

Skip Elkin

Skip Elkin, District II Commissioner

ATTEST:

Wendy S. Noren

Wendy S. Noren, County Clerk

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

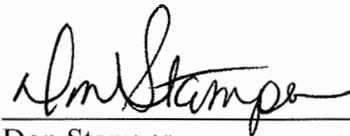
April Session of the February Adjourned Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

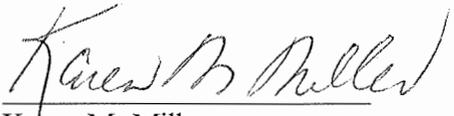
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the contract amendment request #2 de-obligating \$43,949.82 of unused CDBG funds for Ozark Air Lines infrastructure project.

Done this 3rd day of April, 2001.



Don Stamper
Presiding Commissioner

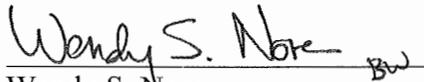


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Post-it* Fax Note	7671	Date	040301	# of pages	3
To	Brian	From	Michele		
Co./Dept.	Clerk's Office	Co.	REDI		
Phone #		Phone #	447-8303 x 322		
Fax #	686 4300	Fax #			

INSTRUCTIONS: SUBMIT THREE (3) ORIGINALS
Revised 6/5/95

(45-200)

STATE OF MISSOURI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACT AMENDMENT/REQUEST # 2

Grantee Name Boone County Project Number 98-ED-13

801 East Walnut, Room 245, Columbia, MO 65201

Street or Box Number City State Zip

Date of Request 03/29/01 Contract Award Date 3 / 19 99

NOTE: IN THE FOLLOWING, ENTER EACH CDBG LINE ITEM, WHETHER CHANGED OR NOT. ENTER ONLY CDBG LINE ITEMS

No.	ACTIVITY Title	Existing Budget	Budget Request	% Change
10	DB - Sanitary Sewer	\$ 26,625.00	\$ 14,720.10	-44.7%
09	DB - Water Line	\$ 49,000.00	\$ 41,299.42	-15.7%
13	DB - Street	\$ 86,500.00	\$ 78,193.94	-9.6%
36	Engineering Design	\$ 17,715.00	\$ 17,715.00	0.0%
38	Construction Inspection	0.00	0.00	0.0%
35	Administration	\$ 6,000.00	\$ 6,000.00	0.0%
11	Storm Water	\$ 24,160.00	\$ 8,121.72	-66.4%
Totals		\$210,000.00	\$166,050.18	

Explanation of Request: De-obligate \$43,949.82 of unused CDBG funds for Ozark Air Lines infrastructure project.

This amendment shall be effective on _____, 19 _____. All other terms and conditions of the contract, or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

Boone County
City/County Name

COMMUNITY AND ECONOMIC DEVELOPMENT

Don Stamber
Typed Authorized Signature
Don Stamber
Authorized Signature

Dianna P. Moore, Director
Date

Title
Presiding Commissioner
Date 4-3-01

INSTRUCTIONS: SUBMIT THREE (3) ORIGINALLY-SIGNED COPIES TO DED

INSTRUCTIONS: SUBMIT THREE (3) ORIGINALLY-SIGNED COPIES TO DED
 Revised 6/5/95

STATE OF MISSOURI
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACT AMENDMENT/REQUEST # 2

Grantee Name Boone County Project Number 98-ED-13

801 East Walnut, Room 245, Columbia, MO 65201
 Street or Box Number City State Zip

Date of Request 03/29/01 Contract Award Date 3 / 19 99

NOTE: IN THE FOLLOWING, ENTER EACH CDBG LINE ITEM, WHETHER CHANGED OR NOT. ENTER ONLY CDBG LINE ITEMS

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Boone County
 City/County Name

COMMUNITY AND ECONOMIC DEVELOPMENT

Don Stampe
 Typed Authorized Signature

 Authorized Signature

Dianna P. Moore, Director
 Date

Title
Presiding Commissioner
 Date 4-3-01

INSTRUCTIONS: SUBMIT THREE (3) ORIGINALLY-SIGNED COPIES TO DED

INSTRUCTIONS: SUBMIT THREE (3) ORIGINALLY-SIGNED COPIES TO DED
Revised 6/5/95

STATE OF MISSOURI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACT AMENDMENT/REQUEST # 2

Grantee Name Boone County Project Number 98-ED-13

801 East Walnut, Room 245, Columbia, MO 65201
Street or Box Number City State Zip

Date of Request 03/29/01 Contract Award Date 3 / 19 99

NOTE: IN THE FOLLOWING, ENTER EACH CDBG LINE ITEM, WHETHER CHANGED OR NOT. ENTER ONLY CDBG LINE ITEMS

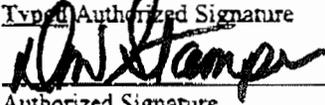
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Boone County
City/County's Name

COMMUNITY AND ECONOMIC DEVELOPMENT

Don Stamps
Typed Authorized Signature

Authorized Signature

Dianna P. Moore, Director
Date

Presiding Commissioner
Title
Date 4-3-01

INSTRUCTIONS: SUBMIT THREE (3) ORIGINALLY-SIGNED COPIES TO DED

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned Term. 20 01

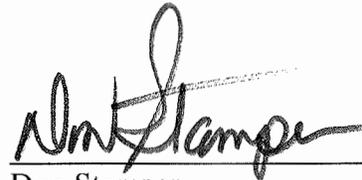
In the County Commission of said county, on the 3rd day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby award bid 06-26JAN01 as follows:

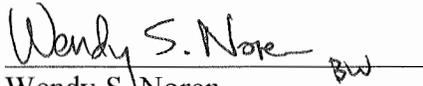
FOR	TO
Legislative Lobbying Services	Douglas W. Burnett DBA Burnett and Associates

Done this 3rd day of April, 2001.



Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

LEGISLATION CONSULTANT SERVICE AGREEMENT

THIS AGREEMENT dated the 3rd day of April, 2001 by and between Boone County, Missouri through the Boone County Commission, herein "County", and Douglas W. Burnett d/b/a Burnett and Associates, herein "Consultant".

IN CONSIDERATION OF the parties performance of the mutual obligations set forth in this agreement, the parties agree to the following:

1. **Scope of Services** - Consultant agrees to provide consulting services to County by researching and monitoring legislation and representing the County before the Missouri State General Assembly, including the following specific services:

- Review pre-filed bills applicable to county government and in particular counties of the first class.
- Upon request, provide the County Commission and other county officers copies of proposed legislation applicable to county governments or as would otherwise relate to or affect the operation of county government.
- Prepare amendments to legislation introduced before the General Assembly as directed by various county officials.
- Individually contact state legislators to explain County positions on legislation or legislative proposals.
- Testify at legislative hearings on behalf of Boone County as directed by the County Commission or other County officers.
- Provide legislative updates to County officials.
- Coordinate lobbying efforts with other organizations involved with issues common to Boone County as directed by the Boone County Commission or other county officials.
- Meet with various departments and agencies of state government at the County's request.
- Attend meetings as directed by the County Commission or other county officials.

2. **Compensation** - In exchange for the Consultant services as specified above, the County agrees to pay the Consultant a total amount of \$11,250.00 for calendar year 2001, payable upon invoice in monthly installments, on or before the last day of the month of invoice; services shall commence on the 1st day of April, 2001. Thereafter, if County renews this agreement, Consultant's compensation shall be \$15,000 per year and compensation shall be

payable upon invoice in twelve installments on or before the last day of each month. In addition, the Consultant may be reimbursed for such expenses the Consultant incurs if pre-approved by order of the Boone County Commission. In this regard, it is explicitly understood and agreed that the County shall not be responsible for payment of any Consultant expenses unless the expenses are identified and authorized prior to being incurred by order of a majority vote of the Boone County Commission or by the Presiding County Commissioner who has been authorized to approve such expenses by order of a majority vote in the Boone County Commission and only when such approval is within the scope of such authorization.

3. Duration and Termination - This agreement shall be effective for calendar year 2001 from the date of this agreement. The County shall have the option of renewing this agreement for calendar years 2002 and 2003 for the same services and compensation specified above and under the same terms and conditions of this agreement if such election is made by the County in writing on or before December 31st of each year. This agreement may be terminated by either party upon thirty days advance written notice for any reason or upon five days written notice for cause. Cause shall be defined as material breach by either party on any term or condition in this agreement and/or violation by the Consultant of any law, rule, regulation or ordinance regulating the conduct or activities of lobbyists. In the event of termination the Consultant shall provide only such services as are necessary to wind up the Consultants activities on behalf of the County from the date termination notice is given to the date of termination unless other services or activities are expressly authorized or approved by the Boone County Commission in writing. In the event of termination the Consultant's compensation shall be prorated through the date of termination.

IN WITNESS WHEREOF the parties have executed this agreement on the day in the first above written.

BURNETT AND ASSOCIATES

by

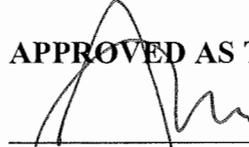

Douglas W. Burnett

BOONE COUNTY, MISSOURI

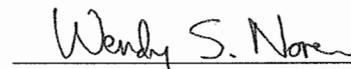
by Boone County Commission


Don Stamper, Presiding Commissioner

APPROVED AS TO FORM

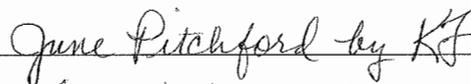

John L. Patton, County Counselor

ATTEST:


Wendy Noren, County Clerk *BW*

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Signature		3/27/2001	Term/Supply
Account	(Term & Supply - No Encumbrance Required)	Date	Appropriation

Boone County Purchasing

Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: 06-26JAN01 – Legislative Lobbying Services
DATE: March 14, 2001

On January 26, 2001, the County of Boone accepted 7 proposals for the above referenced services. These were submitted by Ausmus & Whitehead Consulting, Brydon, Swearngen & England, Gaines Consulting, Vision Communications, Harness-Gallagher LLC, Richard Wiles & Associates and Burnett and Associates. The evaluation committee consisted of our Boone County Commission, Pat Lensmeyer, Bettie Johnson and myself.

Each firm was ranked on the following criteria:

- Previous experience,
- Skill, experience and time commitments to performing services
- Respondents understanding County requirements
- Cost, and
- Other information provided in the response.

Upon the completion of separate proposal evaluations the committee recommends awarding to Burnett and Associates for having the best proposal meeting the minimum specifications. Total cost of this contract is \$15,000 to be paid out of organization 1121 account 71101.

LEGISLATION CONSULTANT SERVICE AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 2001 by and between Boone County, Missouri through the Boone County Commission, herein "County", and Douglas W. Burnett d/b/a Burnett and Associates, herein "Consultant".

IN CONSIDERATION OF the parties performance of the mutual obligations set forth in this agreement, the parties agree to the following:

1. **Scope of Services** - Consultant agrees to provide consulting services to County by researching and monitoring legislation and representing the County before the Missouri State General Assembly, including the following specific services:

- Review pre-filed bills applicable to county government and in particular counties of the first class.
- Upon request, provide the County Commission and other county officers copies of proposed legislation applicable to county governments or as would otherwise relate to or affect the operation of county government.
- Prepare amendments to legislation introduced before the General Assembly as directed by various county officials.
- Individually contact state legislators to explain County positions on legislation or legislative proposals.
- Testify at legislative hearings on behalf of Boone County as directed by the County Commission or other County officers.
- Provide legislative updates to County officials.
- Coordinate lobbying efforts with other organizations involved with issues common to Boone County as directed by the Boone County Commission or other county officials.
- Meet with various departments and agencies of state government at the County's request.
- Attend meetings as directed by the County Commission or other county officials.

2. **Compensation** - In exchange for the Consultant services as specified above, the County agrees to pay the Consultant a total amount of \$11,250.00 for calendar year 2001, payable upon invoice in monthly installments, on or before the last day of the month of invoice; services shall commence on the 1st day of April, 2001. Thereafter, if County renews this agreement, Consultant's compensation shall be \$15,000 per year and compensation shall be

payable upon invoice in twelve installments on or before the last day of each month. In addition, the Consultant may be reimbursed for such expenses the Consultant incurs if pre-approved by order of the Boone County Commission. In this regard, it is explicitly understood and agreed that the County shall not be responsible for payment of any Consultant expenses unless the expenses are identified and authorized prior to being incurred by order of a majority vote of the Boone County Commission or by the Presiding County Commissioner who has been authorized to approve such expenses by order of a majority vote in the Boone County Commission and only when such approval is within the scope of such authorization.

3. **Duration and Termination** - This agreement shall be effective for calendar year 2001 from the date of this agreement. The County shall have the option of renewing this agreement for calendar years 2002 and 2003 for the same services and compensation specified above and under the same terms and conditions of this agreement if such election is made by the County in writing on or before December 31st of each year. This agreement may be terminated by either party upon thirty days advance written notice for any reason or upon five days written notice for cause. Cause shall be defined as material breach by either party on any term or condition in this agreement and/or violation by the Consultant of any law, rule, regulation or ordinance regulating the conduct or activities of lobbyists. In the event of termination the Consultant shall provide only such services as are necessary to wind up the Consultants activities on behalf of the County from the date termination notice is given to the date of termination unless other services or activities are expressly authorized or approved by the Boone County Commission in writing. In the event of termination the Consultant's compensation shall be prorated through the date of termination.

IN WITNESS WHEREOF the parties have executed this agreement on the day in the first above written.

BURNETT AND ASSOCIATES

BOONE COUNTY, MISSOURI

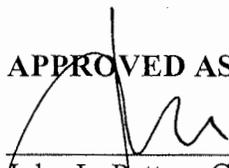
by _____
Douglas W. Burnett

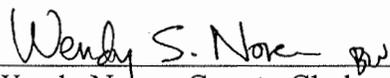
by Boone County Commission

Don Stamper, Presiding Commissioner

APPROVED AS TO FORM

ATTEST:


John L. Patton, County Counselor


Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Signature Account June Pitchford by KF Date 3/27/2001 Term/Supply _____ Appropriation _____
(Term $\frac{1}{2}$ Supply - No Encumbrance Required)

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

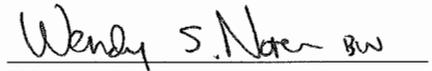
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached contract agreement between the County of Boone and Invensys Building Systems, Inc., for the purposes of replacing the Andover Temperature Control system in the Courthouse with a Network 8000 DDC control system. It is further ordered that the Presiding Commissioner is authorized to sign the agreement on behalf of the County.

Done this 3rd day of April, 2001.


Don Stamper
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

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

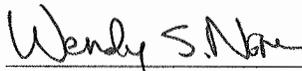
Now on this day the County Commission of the County of Boone does hereby approve the following revision to the 2001 budget for the County of Boone:

ACTION	DEPARTMENT	ACCOUNT	AMOUNT
TRANSFER FROM (Increase)	Facility Maintenance Equipment Repair	6100-60200	\$13,000
TRANSFER TO (Decrease)	Facility Maintenance Replacement in Building	6200-92200	\$13,000

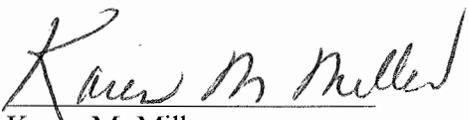
This revision will allow for funds to complete the Courthouse Temperature Control Project. The increase is needed due to inflation from the original proposal and additional equipment needed to correct the temperature monitoring controls.

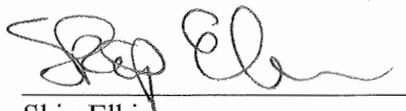
Done this 3rd day of April, 2001.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Don Stamper
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby authorize the hiring of an individual for the Programmer II/ Analyst position in the Information Technology department (Position Number 462) with a starting salary of \$35,006 per year (\$2,870 over the base of the range pay).

Done this 3rd day of April, 2001.

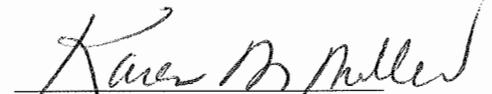


Don Stamper
Presiding Commissioner

ATTEST:

Wendy S. Noren BW

Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



BOONE COUNTY
Department of Information Technology
BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4315

Robert A. Ormiston

Director

Thursday, March 22, 2001

The impending hire of a Programmer II into the Information Technology department does not require approval to hire above the base of the range. The following is a summary of why and some background on this particular offer of employment.

- The position into which we are hiring this Programmer II (salary range 25) is actually a Programmer Analyst position, number 462, which is a salary range 30. The base of the salary range 30 is \$39,499.20.
- I intend to fill this position with a Programmer II at \$35,006 annually, which is below the base of the range for a Programmer Analyst, but above the base for the Programmer II.
- This position has been open since November 3, 2000 when a long-term employee left to work elsewhere.
- I made the decision at that time that this Programmer Analyst position would probably not be filled with a Programmer Analyst because of the requirement for extensive institutional knowledge.
- I am aware that a Commission Order states that if a position is under filled and if that person in that position is not promoted to the higher range within 90 days, the position reverts back to and will henceforth be budgeted at the lower range.

I am here today to present this scenario for your information only and to request that at some time in the future, should I determine that a member of the IT staff has earned it, that you will look favorably at a request for a promotion and a re-evaluation of a position.

36-25

BOONE COUNTY AUDITOR
CERTIFICATION

Boone County Government Center
801 E. Walnut Room 205
Columbia, MO 65202

Phone (573) 886-4275
Fax Phone (573) 886-4280

TO: Betty Dickneite, Director of Human Resources
FROM: Sue Lake
DATE: March 21, 2001
RE: Certification of Funds Availability to Hire Over the Base of the Range

Requesting Department/Office:	Information Technology
Position Title:	Programmer/Analyst
Position Number:	462
Position Range:	30
Requested Starting Salary:	\$16.83 per hour (\$35,006/year)

Amount needed to complete current FY if
requested salary is approved:

Funds are available within the existing departmental budget

Funds are not available within the existing departmental budget; budget revision
required to provide funding is attached

Note: Per Bob Ormiston, Information Technology, position 462 is being underfilled as a
Programmer II (range 25 with a base of \$15.45 or \$32,136 per year). The 2001 budget for this
position is \$18.99 per hour (\$39,499 per year), the base of the range 30.

cc: Bob Ormiston

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

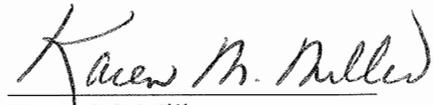
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement for Road and Bridge Revenue Sharing funds to the City of Centralia in the amount of \$168,750 and hereby authorize the Presiding Commissioner to sign on behalf of County.

Done this 3rd day of April, 2001.



Don Stamper
Presiding Commissioner



Karen M. Miller
District I Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Skip Elkin
District II Commissioner

RECEIVED

MAR 30 2001

BILL NO. 1956

Boone County Commission ORDINANCE NO. 2140

A BILL TO CREATE AN ORDINANCE ENTITLED:

"AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE A ROAD IMPROVEMENT/REPAIR COOPERATIVE AGREEMENT WITH THE BOONE COUNTY COMMISSION PROVIDING THAT BOONE COUNTY WILL GRANT THE CITY OF CENTRALIA FUNDS FOR CERTAIN ROAD IMPROVEMENTS."

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute a Road Improvement/Repair Cooperative Agreement on behalf of the City of Centralia, Missouri with Boone County, Missouri by and through the Boone County Commission, a political subdivision of the State of Missouri, which said agreement provides that Boone County shall grant One-Hundred Sixty-eight Thousand Seven Hundred Fifty (\$168,750.00) Dollars to the City of Centralia, Missouri from the County road and bridge tax fund to be used by the City for funding improvement to the intersection of Highway 22 and Allen Street and other street work.

SECTION 2. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 19th day of March, 2001.

Sam C. Burck
Mayor

ATTEST:

Kathy Colvin
City Clerk

This ordinance approved by the Mayor this 19th day of March, 2001.

Sam C. Burck
Mayor

ATTEST:

Kathy Colvin
City Clerk

G:\LYNN\ORDINAN\comm.iss9.ORD

I, Kathy Colvin, City Clerk of the City of Centralia, Missouri, do hereby certify that the foregoing is a true and exact copy of Ordinance No. 2140 duly passed by the Board of Aldermen of the City of Centralia, Missouri, on March 19, 2001.

In Witness Whereof, I have hereunto set my hand and the official seal of the City of Centralia, Missouri this 20th day of March, 2001.

Kathy Colvin
Kathy Colvin, City Clerk
City of Centralia, Missouri

(SEAL)

**BOONE COUNTY ROAD IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT**

This agreement is made and entered into by and between Boone County Missouri, a first class noncharter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the City of Centralia, a municipal corporation, herein "City".

WITNESSETH:

WHEREAS, the County has funding available in its Road and Bridge tax fund to provide the various cities within Boone County with monies for the repair and improvement of roads, streets and bridges in excess of its mandatory contribution required by Section 137.556 RSMo., and

WHEREAS, the City has filed a grant application with the County for use of additional available road and bridge tax funding to fund one or more road improvement or repair projects as shown in its grant application previously filed with the County, and

WHEREAS, the County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's roads under certain terms and conditions, and

WHEREAS, both parties are empowered to enter into cooperative agreement for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW THEREFORE IN CONSIDERATION of the mutual undertakings and agreements herein contained the parties agree as follows:

1. The County hereby agrees to pay the City the sum of One Hundred Sixty Eight Thousand Seven Hundred Fifty Dollars (\$168,750.00) for use in the completion of the road improvement and/or repair project specified in the City's capital improvement grant application

for the County fiscal year in which this agreement is entered, said application being attached and incorporated herein by reference.

2. In consideration of the receipt of the funds specified in paragraph 1 above the City agrees to abide by the following terms and conditions:

a. The City shall expend the funds received from the County under this agreement solely and only for paying for the work related and described in the grant application and for no other purposes.

b. The City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.

c. The City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation.

d. It is agreed that the City shall be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of or in the course of the operation of this agreement.

e. The City agrees that for any work not performed by the City's own employees it shall comply with all applicable competitive bidding statutes or ordinances, the state prevailing wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for public works and improvements.

3. The signatories to this agreement by signing this agreement represent that they have obtained authority by order or ordinance to enter into this agreement on behalf of the respective parties hereto and bind such parties to all terms and conditions contained herein.

4. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers on day and year indicated by their signature below.

BOONE COUNTY MISSOURI

By:

Alvin Stamps
Presiding Commissioner
Boone County Commission

Date:

4-3-01

ATTEST:

Wendy S. Noy BW
County Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

CERTIFICATION:

I certify this contract as with the purpose of the appropriations to which it is charged and that there is an unencumbered balance to the credit of such appropriations sufficient to pay therefore.

Janet Pitchford
Auditor

by se
2049-71450 \$168,750

City of Centralia

By:

Steve C. Borch
Mayor

Date:

3-19-01

ATTEST:

Kathy Colvin
City Clerk

APPROVED AS TO FORM:

Menitt M. Beck III
City Attorney

Date:

4/2/2001

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

} ea.

County of Boone

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Development Agreement between the County and JAJ Corporation, James V. Glascock, Developer. The agreement is for the sharing of costs for improving the unimproved portion of Molly Ln. Said improvements are a condition to plat approval. The Commission further authorizes the Presiding Commissioner to sign on behalf of the County.

Done this 3rd day of April, 2001.

Attest:

Wendy S. Noren *BSW*
WENDY S. NOREN
Clerk of the County Commission

Don Stamper
DON STAMPER
Presiding Commissioner

Karen M. Miller
KAREN M. MILLER
District I Commissioner

Skip Elkin
SKIP ELKIN
District II Commissioner

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

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

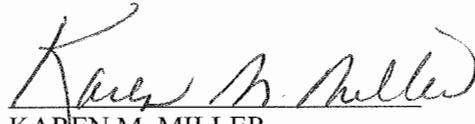
Now on this day the County Commission of the County of Boone does hereby approve the attached purchase agreement between the County of Boone and United States Cellular under a cooperative purchasing agreement with the University of Missouri. The Commission furthers authorizes the Presiding Commissioner to sign on behalf of the County.

Done this 3rd day of April, 2001.

Attest:


WENDY S. NOREN
Clerk of the County Commission


DON STAMPER
Presiding Commissioner


KAREN M. MILLER
District I Commissioner


SKIP ELKIN
District II Commissioner

Boone County Purchasing

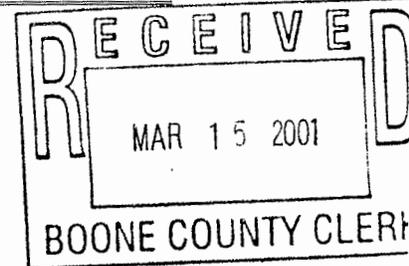
Marlene Ridgway
Buyer



601 E. Walnut, 2nd Flr
Columbia, MO 65201
(573) 886-4392

MEMORANDUM

TO: Boone County Commission
FROM: Marlene Ridgway *MR*
RE: Commercial Wireless Service
DATE: March 15, 2001



The Communication Committee met on March 12, 2001 per your recommendation to evaluate the current contract acquired by the University of Missouri-Columbia for Commercial Wireless Service.

The evaluation from the committee, which included representation from the Sheriff's Department, Public Works Department and the Circuit Court, concluded that this contract is to the advantage to the county because it has a multi-vendor award which can help with our service issues. It also features plan packages that can substantially benefit our high volume users and save funds for the county. This contract will also allow for service for both our analog and digital phones.

Further, the request of the Communication Committee is your approval to cooperatively contract with the University of Missouri to United States Cellular and Cingular Wireless (aka Southwestern Bell) for our wireless needs. I have contacted both vendors and they are agreeable to provide service under the original terms and conditions.

This is a term and supply contract, hence no need for purchase orders.

If the County Commission agrees with this agreement, contracts are provided for signatures.

**PURCHASE AGREEMENT
FOR
COMMERCIAL WIRELESS SERVICE**

THIS AGREEMENT dated the _____ day of _____ 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and United States Cellular, 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 Commercial Wireless Service in compliance with all bid documents and any addendum issued for the University of Missouri-Columbia Request for Bid number C110300 together with the Contractor's bid response thereto. All such documents shall constitute the contract documents which are incorporated herein by reference. It is agreed that when the term "Curators of the University of Missouri," "University," "Director of Business Services," or similar terms are used in the documents for University of Missouri-Columbia Request for Bid number C110300, the term "Boone County Commission," "County," "Director of Purchasing," or similar terms shall be substituted for purposes of this agreement. It is also agreed that when the term "Mizzou Telecom" is used in the documents for University of Missouri-Columbia Request for Bid number C110300, the term "individual County Offices and Departments" shall be substituted for purposes of this agreement. 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 University of Missouri-Columbia Request for Bid number C110300 shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on the day written above and for a one year period subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four additional one year periods subject to the terms and conditions contained within the contract documents.

3. **Rates and Charges** - Contractor agrees to provide cellular telephone service in accordance with its bid response in accordance with the rates and the charges specified therein during the contract period and extensions thereof. The County reserves the right to add or delete service on an as needed basis. The County agrees to pay all invoices within thirty days of receipt. Billing disputes shall be resolved in accordance with the contract documents.

4. **Maintenance and Service** - Contractor agrees to provide County with the cellular telephone service and maintenance as specified in its bid response. Contractor agrees to make no major change in its ability to provide maintenance and service as outlined in its bid response without notifying the County of such changes and obtaining the county's prior approval.

5. **Hardware Charges** - Contractor agrees to provide cellular hardware at the rates and charges specified in the bid response. Contractor further agrees to provide the County with hardware pricing changes in a timely manner.

6. **Termination** - This agreement may be terminated by as provided for in the contract documents or if appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

7. **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.

8. **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.

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

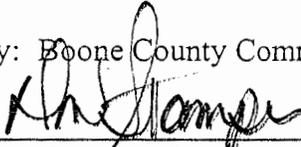
**SOUTHWESTERN BELL
d.b.a. CINGULAR WIRELESS**

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____



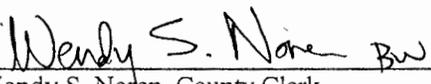
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:



County Counselor



Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u>Term & Supply - No Encumbrance Required</u>	<u>3/21/2001</u>	Term/Supply
Signature	Date	Appropriation Account

Boone County Purchasing

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 209
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

April 1, 2004

Court Chrisman
United States Cellular
2909 Falling Leaf Lane
Columbia, MO 65203



RE: CC110300 – University Cooperative for Commercial Wireless Service

Dear Mr. Chrisman:

The County of Boone wishes to renew the above referenced contract. Confirming the letter dated March 23, 2004, you agree to renew the contract under the same terms and conditions as the original contract, which you indicated in your returned letter of intent. This contract renewal date will cover through April 3, 2005.

Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield
Office Specialist

Cc Purchasing
Bid File
Clerk's File
Auditor

152-2001

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned

Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

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

Now on this day the County Commission of the County of Boone does hereby approve the attached purchase agreement between the County of Boone and Southwestern Bell, d.b.a. Cingular Wireless under a cooperative purchasing agreement with the University of Missouri. The Commission furthers authorizes the Presiding Commissioner to sign on behalf of the County.

Done this 3rd day of April, 2001.

Attest:

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

Don Stamper
DON STAMPER
Presiding Commissioner

Karen M. Miller
KAREN M. MILLER
District I Commissioner

Skip Elkin
SKIP ELKIN
District II Commissioner

**PURCHASE AGREEMENT
FOR
COMMERCIAL WIRELESS SERVICE**

THIS AGREEMENT dated the 3rd day of April 2001 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and Southwestern Bell, d.b.a. Cingular Wireless, 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 Commercial Wireless Service in compliance with all bid documents and any addendum issued for the University of Missouri-Columbia Request for Bid number C110300 together with the Contractor's bid response thereto. All such documents shall constitute the contract documents which are incorporated herein by reference. It is agreed that when the term "Curators of the University of Missouri," "University," "Director of Business Services," or similar terms are used in the documents for University of Missouri-Columbia Request for Bid number C110300, the term "Boone County Commission," "County," "Director of Purchasing," or similar terms shall be substituted for purposes of this agreement. It is also agreed that when the term "Mizzou Telecom" is used in the documents for University of Missouri-Columbia Request for Bid number C110300, the term "individual County Offices and Departments" shall be substituted for purposes of this agreement. 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 University of Missouri-Columbia Request for Bid number C110300 shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on the day written above and for a one year period subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four additional one year periods subject to the terms and conditions contained within the contract documents.

3. **Rates and Charges** - Contractor agrees to provide cellular telephone service in accordance with its bid response in accordance with the rates and the charges specified therein during the contract period and extensions thereof. The County reserves the right to add or delete service on an as needed basis. The County agrees to pay all invoices within thirty days of receipt. Billing disputes shall be resolved in accordance with the contract documents.

4. **Maintenance and Service** - Contractor agrees to provide County with the cellular telephone service and maintenance as specified in its bid response. Contractor agrees to make no major change in its ability to provide maintenance and service as outlined in its bid response without notifying the County of such changes and obtaining the county's prior approval.

5. **Hardware Charges** - Contractor agrees to provide cellular hardware at the rates and charges specified in the bid response. Contractor further agrees to provide the County with hardware pricing changes in a timely manner.

6. **Termination** - This agreement may be terminated by as provided for in the contract documents or if appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

7. **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.

8. **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.

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

UNITED STATES CELLULAR

BOONE COUNTY, MISSOURI

by _____

by: Boone County Commission

title _____

Don Stamper
Don Stamper, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

County Counselor

Wendy S. Noren BW
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

<u>Term & Supply - No Encumbrance Required</u>	<u>3/21/2001</u>	Term/Supply
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI

}
} ea.

April Session of the February Adjourned

Term. 20 01

County of Boone

In the County Commission of said county, on the 3rd day of April 20 01

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

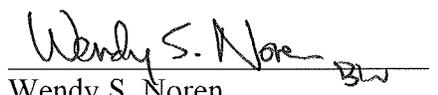
Now on this day the County Commission of the County of Boone does hereby approve the revision to the Six-Month Probationary Period Policy, as outlined in the in the attached documentation.

Done this 3rd day of April, 2001.

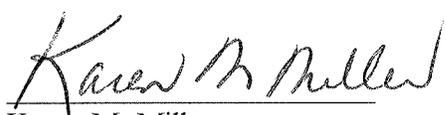


Don Stamper
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

1.11: SIX-MONTH PROBATIONARY PERIOD:

A probationary period of six (6) months will follow initial employment. This time should be regarded as an integral part of the employment process and utilized for observing the employee's work, ensuring the ability to perform the duties as assigned, and replacing any employee whose performance does not meet the required standards. At the option of the Administrative Authority, the probationary period may be extended by written notice to the employee for not longer than a total probationary period of twelve (12) months.

New County employees do not accrue vacation hours during the probationary period. Upon successful completion of the probationary period, vacation hours are calculated from the initial date of hire. However, probationary employees may use accumulated sick leave hours according to the Sick Leave Policy in this manual. Employees serving a probationary period are ineligible to receive merit increases. ***However, upon successful completion of the probationary period, the Administrative Authority may award, in one lump sum, the merit money assigned to that position which accumulated during the probationary period (in the current fiscal year only), if available. The new rate of pay will be effective on the date of award, not the date of hire.***

Revised 3/6/01

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321.)

STATE OF MISSOURI }
County of Boone } ea.

April Session of the February Adjourned Term. 20 01

In the County Commission of said county, on the 3rd day of April 20 01

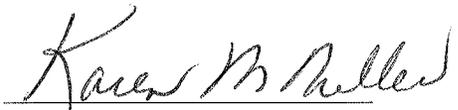
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers by the Meet With Pastors in First Ward for the purpose of a discussion on April 9, 2001 from 6-9pm.

Done this 3rd day of April, 2001.



Don Stamper
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Don Stamper, Presiding Commissioner
Karen M. Miller, District I Commissioner
L. a Vogt, District II Commissioner



Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Comm. agenda

Boone County Commission

Boone County Government Special Event Reservation Form

Today's Date March 19 2001 Date of Event April 9 Date Approved _____

Organization meet w/ pastors in 1st Ward

Contact Almeta Crayton Telephone # 443-6463

Substitute _____ Telephone # _____

Type of Event

DISCUSSION	<u>X 6-9 pm</u>	FORUM	_____
RECEPTION	_____	BUFFET	_____
DEMONSTRATION	_____	EXHIBIT	_____
OTHER	_____	Teleconference (charge)	_____

(please specify) _____

Caterer _____ Telephone # _____

Contact _____

Description of activity _____

Schedule

<u>Time</u>	<u>Activity</u>	<u>Location</u>	<u>Available</u>
-		Commission <u>Chambers</u>	7 days including Holidays
-		Atrium	Mon - Fri 7:30am - 5:00pm
-		Room 139	Mon - Fri 7:30am - 5:00pm
-		Room 208	Mon - Fri 7:30am - 5:00pm
-		Room 220	Mon - Fri 7:30am - 5:00pm
