

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

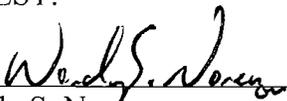
In the County Commission of said county, on the 8th day of November 20 07

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 9031 S. Tomlin Hill Road in Columbia, Missouri.

Done this 8th day of November, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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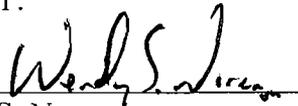
In the County Commission of said county, on the 8th day of November 20 07

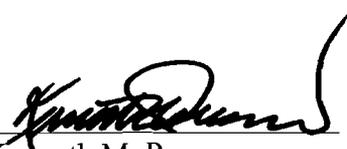
the following, among other proceedings, were had, viz:

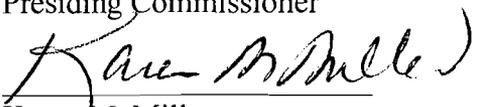
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6003 Gregory Drive in Columbia, Missouri.

Done this 8th day of November, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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November Session of the October Adjourned Term. 20 07

County of Boone

In the County Commission of said county, on the

8th day of November 20 07

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

Now on this day the County Commission of the County of Boone does hereby accept the Road and Bridge Advisory Committee Recommendation of Variance Requests:

For Providence Heights Subdivision located along High Point Lane for the omission of a Type "A" Expansion Joint in the horizontal roadway curves. (Appendix B-1, Joint Details, Standard Drawing 200.01A)

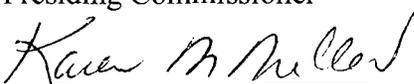
For Providence Heights Subdivision for the omission of the construction of the corner lot driveways prior to the official acceptance of the subdivision with the stipulation that A Civil Group and the developer do their part to ensure that it is clear to the future lot owners that the future driveways must be placed in accordance with the Boone County Roadway Regulations and that they are required to obtain a driveway permit from the Boone County Planning and Building Department prior to beginning construction.

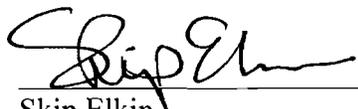
Done this 8th day of November, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Road and Bridge Advisory Committee –November 1, 2007 – Minutes

**ROAD AND BRIDGE ADVISORY COMMITTEE
BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut Street, Columbia, Missouri 65201
(573) 449-8515**

Minutes**5:30PM****Thursday, November 1, 2007**

- I. **Call to Order:**
The meeting was called to order by Dr. Tom Satalowich at 5:30p.m., Thursday, Nov 1, 2007, in the Commission Chambers of the Roger I. Wilson Boone County Government Center.
- II. **Roll Call:**
- a. **Members Present:**
Mr. David Mink, P.E., Public Works
Mr. Thad Yonke, Planning and Building Inspection
Mr. Ken Pearson, Commission
Dr. Tom Satalowich, Rock Bridge Township
Mr. Frank Thomas, Perche Township
Mr. Gregory Martin, Katy Township
Mr. Dan Haid, Columbia Township
Mr. James Cunningham, Three Creeks Township
 - b. **Members Absent:**
Mr. Robert Dollar, Bourbon Township
Mr. Mike Hight, Rocky Fork Township
 - c. **Guests Present:**
None
 - d. **Staff Present:**
Mary Schooley, Recording Secretary
- III. **Approval of Minutes:** Minutes from the meeting held on September 6, 2007 were discussed. There were no additions or corrections. Dr. Satalowich moved to accept the minutes as presented. Mr. Cunningham seconded the motion. The motion carried.
- IV. **Variance Request:**
1. A Civil Group, Neal Slattery – Providence Heights Subdivision
- Mr. Slattery was not present for the meeting to discuss the variance. The request letter that Mr. Slattery sent had sufficient information to make a recommendation as he had already met with Public Works Design and Construction.
- Mr. Slattery requested a variance to the Boone County Roadway Regulations that require that a Type "A" Expansion Joint be placed at all pc & pt points on all horizontal roadway curves with a deflection angle greater than 30 degrees as called out in Joint Detail 200.01A. Mr. Slattery explained in his letter that according to the American Concrete Pavement Association (ACPA) the placement of too many expansion joints along a roadway can cause future

Road and Bridge Advisory Committee –November 1, 2007 – Minutes

maintenance problems due to the weak point created by the creation of the joint itself. This was verified in a meeting held at Boone County Public Works on October 15, 2007.

Dr. Satalowich opened the floor to discuss the variance. The Committee did not seem to have any issues with this variance but, had another unrelated issue that was brought forth.

Mr. Yonke presented to the Committee that he would like to start moving toward working closer with Public Works and Developer Engineers so what is built, is what is approved on the plans. A considerable amount of Developer Engineers are varying from the approved plan, completing the project and then coming to Road and Bridge for a variance. The Committee needs to take a stand and start objecting to the variances if the Developer Engineer continues to disregard the approved plans.

Mr. Slattery also requested a variance to the policy requiring the construction of the corner lot driveways prior to the official acceptance of the subdivision. Boone County Public Works recommended approving the variance request with the stipulation that A Civil Group and the developer do their part to ensure that it is clear to the future lot owners that the future driveways must be placed in accordance with the Boone County Roadway Regulations and that they are required to obtain a permit from the Boone County Planning and Building Department prior to beginning construction.

Dr. Satalowich opened the floor to discuss the 2nd variance. There were no comments.

Mr. Mink stated that another issue discussed in the October 15, 2007 meeting was how to handle shrinkage cracks that had formed. A possibility discussed was epoxy injected grout which was initially rejected. However, Mr. Mink traveled to Lenexa Kansas to inspect the product. He was satisfied with the product and will be making a recommendation to the Commission. Commissioner Pearson questioned who would be responsible for the repairs if this product failed. Mr. Mink explained that it had a one (1) year warranty. Both Mr. Thomas and Mr. Martin have worked with this product and highly recommended it.

Dr. Satalowich made a motion to approve both variances as presented. Mr. Yonke seconded the motion. The motion carried.

V. **Old Business:**
None

VI. **New Business:**
None

VII. **Adjourn**
Dr. Satalowich moved to adjourn the meeting. Commissioner Pearson seconded the motion. Motion carried. The meeting was adjourned at 5:45 p.m.

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County of Boone

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the

8th

day of

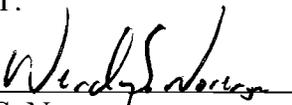
November 20 07

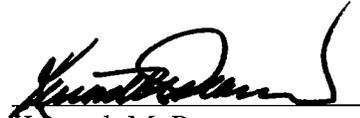
the following, among other proceedings, were had, viz:

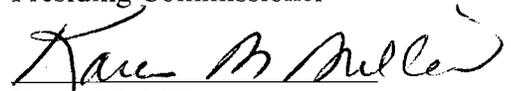
Now on this day the County Commission of the County of Boone does hereby award bid 88-23OCT07 – Solid Block Asphalt Sealant Term and Supply to Vance Brothers, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

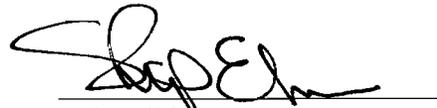
Done this 8th day of November, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

**PURCHASE AGREEMENT
FOR
SOLID BLOCK ASPHALT SEALANT - TERM AND SUPPLY**

THIS AGREEMENT dated the 8th day of November 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Vance Brothers, Inc.** herein "Contractor".

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Solid Block Asphalt Sealant Term and Supply**, County of Boone Request for Bid, bid number **88-23OCT07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated October 10, 2007 and executed by David L. Keener, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on January 1, 2008 and extend through December 31, 2008 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods, subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Contractor agrees to deliver the items as specified and as requested by the County and within 15 days after receipt of order as indicated in the bid response.

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

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

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

8. **Termination** - 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.

VANCE BROTHERS, INC.

by [Signature]

title VICE PRESIDENT

address 5201 Brighton
Kansas City MO 64130

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2040/26000 Term/Supply

No encumbrance required
Signature by cgy

10/30/07
Date

Appropriation Account

4. Response Form

- 4.1. Company Name: Vance Brothers Inc.
- 4.2. Address: 5201 Brighton St.
- 4.3. City/Zip: Kansas City, MO 64130
- 4.4. Phone Number: 816-923-4325
- 4.5. Fax Number: 816-923-6472
- 4.6. Federal Tax ID: 44-0577983
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. PRICING

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant	\$.345 /lb	\$ 13,110
4.7.2.	6	Long Handle "V" Squeegee with 12" red (high heat silicone) blade	\$ 42. ⁰⁰ /each	\$ 252. ⁰⁰
4.7.3.	12	12" Red (high heat silicone) replacement squeegee blades	\$ 9.95 /each	\$ 119. ⁴⁰
4.7.4.	GRAND TOTAL			\$ 13,481. ⁴⁰

4.7.5. Maximum Percentage Increase for Renewal Periods

15 % 2nd Year

15 % 3rd Year

4.7.6. Delivery After Receipt of Order: 15 Days

4.7.7. Describe Vendor Return Policy:

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.8.1. Authorized Representative (Sign By Hand):

David L. Keener

4.8.2. Type or Print Signed Name:

DAVID L. Keener

4.8.3. Today's Date: 10/10/07

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

 Yes

 X No



DEERY

AMERICAN CORPORATION **IS**
Pavement Preservation Products

REVISION 2

DEERY 180 HOT APPLIED SEALANT

DESCRIPTION DEERY 180 is a hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer, recycled rubber, and other modifiers. The sealant contains no solvent, is pre-reacted and conforms to the requirements of the specification designated herein and exceeds the requirements of ASTM 5078. Previously labeled as CMC #180.

USE DEERY 180 is a moderate viscosity pavement preservation sealant intended for highway, street and aviation applications for sealing longitudinal and transverse joints and random cracks in Asphalt or Concrete pavements where use of high levels of recycled material is desirable. Properly installed, DEERY 180 is an effective barrier against damage from debris and moisture infiltration into cracks and joints within regions experiencing moderate high and low pavement temperatures.

HEATING Sealant shall be heated in a hot-oil jacketed melter capable of constant mechanical agitation and equipped with a calibrated thermometer to monitor sealant temperature. Material shall be heated to and maintained at Recommended Application Temperature during use. Material can be cooled and then reheated, but only if prolonged heating is avoided. Prolonged heating at or above Recommended Application Temperature may severely damage product. If overheating damage occurs, immediately drain machine completely and refill with new material.

APPLICATION DEERY 180 is pre-reacted and can be applied immediately after heating to Recommended Application Temperature. With pavement temperature at 40°F (4°C) or higher, place material into clean, dry crack or prepared reservoir by means of a hand-held pot, wheeled push bander or wand applicator. Squeegee any excess sealant tight to pavement surface. Pavement may be warmed to 40°F (4°C) or higher with a Hot Air Lance.

PROPERTIES of DEERY 180

When sampled and heated to maximum heating temperature in accordance with ASTM D5167

TEST	METHOD	SPECIFICATION
Cone Penetration @ 77°F (25°C)	ASTM D5329	30 dmm minimum
Flow @ 140°F (60°C)	ASTM D5329	3.0 mm maximum
Resilience @ 77°F (25°C)	ASTM D5329	30% minimum
Asphalt Compatibility	ASTM D5329	Pass
Softening Point	ASTM D36	180°F (82°C) minimum
Ductility @ 77°F (25°C)	ASTM D113	30 cm minimum
Viscosity @ 400°F (204°C)	Brookfield	100 Poise maximum
Recommended Application Temperature	ASTM D5167	380-400°F (193-204°C)*
Maximum Heating Temperature	ASTM D6690	400°F (204°C)

*Temperature of product measured at pavement surface. Use highest Recommended Application Temperature in cool weather.

*Prolonged heating at or above Recommended Application Temperature may severely damage product.

PACKAGING Material is packaged in cardboard boxes sized to accommodate a maximum of 40 lb (18.0 kg). Material contained in each box is wrapped in a quick melt liner which is dissolved and incorporated into the melted product. Standard packaging is 30 lb (13.6 kg) per box, palletized 75 boxes per pallet with an approximate net weight of 2,250 lb (1,021.0 kg). Pallets are moisture protected with a plastic wrapping and bound with a minimum of two layers of UV resistant stretch wrap.

FOR ADDITIONAL INFORMATION

Call: 1-800-227-4059 toll free
Email: info@deeryamerican.com
Web: www.deeryamerican.com

PERFORMANCE Temperature fluctuations, site conditions, surface preparation, traffic, installation technique, material selection, shape factor and surface treatment compatibility influence the effectiveness and useful life of Pavement Preservation treatments. Consider and monitor each element for optimum results. Purchaser and end user should determine applicability for use in their specific conditions.

WARRANTY COMPLETE DETAILS ON REVERSE SIDE OF THIS DATA SHEET

Page 1 of 2

DEERY AMERICAN CORPORATION AND MANUFACTURER'S LIMITED WARRANTY

Deery American Corporation and Manufacturer (collectively "Deery")
warrants its products with the following conditions:

WHAT IS COVERED

Deery warrants that according to internal laboratory testing this product meets applicable product specifications at the time of shipment as described in the applicable Product Specification in this Product Data Sheet. Deery does not warrant that internal test results will be duplicated by other laboratories. The warranty period is one year commencing from the date of original shipment or three months from the date of use of the product, whichever occurs first, or said claims are barred.

WHAT IS NOT COVERED

Deery assumes no liability for product failure due to improper installation or application, misuse, equipment failure, operator error or use of product with incompatible materials. Due to the unpredictable nature of site and substrate conditions, it is the buyer's and user's responsibility to determine and thoroughly confirm fitness and compatibility for use and to determine suitability of performance, efficacy and safety.

IN NO EVENT SHALL DEERY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSSES REGARDLESS OF THE THEORY OF LIABILITY EITHER WHILE UNDER WARRANTY OR THEREAFTER.

REMEDIES

Your sole and exclusive remedy for any failure of the product to meet specifications and/or breach any applicable warranty is limited, at Deery's option, to full or partial refund of the original purchase price of the product or replacement of the product if determined by Deery to be other than warranted. This shall be your sole and exclusive remedy whether in contract, tort or otherwise.

ADDITIONAL LIMITATIONS

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DEERY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTY TERM.

GOVERNING LAW

THIS WARRANTY SHALL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **88-23OCT07**
Commodity Title: **Solid Block Asphalt Sealant Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, OCTOBER 23, 2007**
Time: **1:30 PM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY, OCTOBER 23, 2007**
Time: **1:30 PM C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
 - 2.0: Primary Specifications**
 - 3.0: Response Presentation and Review**
 - 4.0: Response Form**
- Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2008 through December 31, 2008 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the Furnishing and Delivery of **Solid Block Asphalt Sealant** as needed for the Boone County Public Work's Department.
 - 2.1.1. **Product Specification** – Crafcro Polyflex Type 2 or approved equal. Limits of material when heated in accordance with ASTM D5078: Cone Penetration @ 77° F. (ASTM D5329) 35-55; Resilience (ASTM D5329) 40% min.; Softening Point (ASTM D36) 200° F./min; Ductility 77° F. (ASTM D113) 30 cm/min.; Flexibility (ASTM D3111 Modified) Pass at 20° F.; Flow 140° F. (ASTM D5329) 3mm max.; Brookfield Viscosity 400° F. (ASTM D2669) 100 Poise max.; Asphalt compatability (ASTM D5329) Pass; Bitumen Content (ASTM D4) 60% min.; Tensile Adhesion (ASTM D5329) 500% min.; Safe Heating Temperature 400° F.; Recommended Pour Temperature 380° F.
 - 2.1.2. **Product Information:** Vendors shall submit product specification and MSD sheets with Bid Response.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2008 through December 31, 2008. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages noted on the Response Form for the 1st and 2nd Renewal Periods.
 - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **SCOPE OF SERVICE** - The Public Works Department will order the specified material, as detailed on the *Response Form*, on an "as required" basis. The County requests direct shipment to the Public Works Department within one(1) week from the date of order.
- 2.7. **ADDITIONAL INSTRUCTIONS**
 - 2.7.1. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
 - 2.7.2. **Quantities:** Quantities are estimated based on past usage for a 12-month period. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate. The County anticipates ordering approximately 38,000 pounds.
 - 2.7.3. **Stock Items:** The bidders are expected to have the items bid on the *Response Form* in stock. The item as bid is not to be subject to minimum order, or even carton only requirements.
 - 2.7.4. Should a need arise for materials or services which are not available, the County reserves the right to secure materials or services from other sources to meet its immediate needs without prejudice of the

contract.

- 2.7.5. **Inspection:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder's expense for full credit or replacement at no additional cost to the County.
- 2.8. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.9. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.10. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.10.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.10.2. **Delivery Time:** All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.11. **BILLING** – The Contractor(s) shall “Bill as Shipped” to the Public Works Department. The Billing and Shipping address are the same.
- 2.12. **PAYMENT** - Invoices should be submitted to the various ordering departments of Boone County for payment which will be made 30 days after receipt of a correct and valid invoice.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. PRICING

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant	\$ _____ /lb	\$ _____
4.7.2.	6	Long Handle "V" Squeegee with 12" red (high heat silicone) blade	\$ _____ /each	\$ _____
4.7.3.	12	12" Red (high heat silicone) replacement squeegee blades	\$ _____ /each	\$ _____
4.7.4.	GRAND TOTAL			\$ _____

4.7.5. Maximum Percentage Increase for Renewal Periods

_____ % 2nd Year

_____ % 3rd Year

4.7.6. Delivery After Receipt of Order: _____ Days

4.7.7. Describe Vendor Return Policy:

4.8. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. _____
Type or Print Signed Name:

4.8.3. Today's Date: _____

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes

_____ No



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 88-23OCT07 SOLID BLOCK ASPHALT SEALANT TERM & SUPPLY

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

County of Boone

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 8th day of November 20 07

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

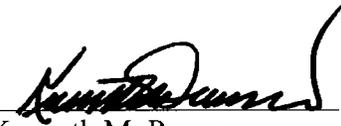
Now on this day the County Commission of the County of Boone does hereby award bid 84-23OCT07 – Elevator Maintenance Term and Supply to Schindler Elevator Corporation. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 8th day of November, 2007.

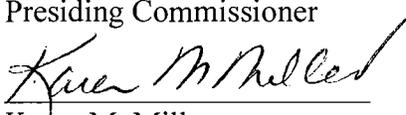
ATTEST:



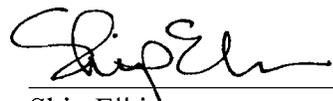
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
ELEVATOR MAINTENANCE TERM AND SUPPLY**

THIS AGREEMENT dated the 8th day of November 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Schindler Elevator Corporation**, 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 Elevator Maintenance Term and Supply, County of Boone Request for Bid, bid number **84-23OCT07**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated October 22, 2007 and executed by Dave Belew on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, any applicable addenda, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall begin on **January 1, 2008** and extend through **December 31, 2008**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

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

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

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

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

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

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

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

SCHINDLER ELEVATOR CORPORATION BOONE COUNTY, MISSOURI

by *Dan Bell*
 title *DISTRICT Mgr.*
 address *3640 Market*
ST. LOUIS MO 63110

by: Boone County Commission
Kenneth M. Pearson
 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

Wendy S. Noren
 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.)

6100/60050 Term/Supply

No encumbrance required *10/26/07*
 Signature *by cy* Date Appropriation Account

4. Response Form

- 4.1. Company Name: SCHINDLER ELEVATOR CORPORATION
- 4.2. Address: 3640 MARKET
- 4.3. City/Zip: ST LOUIS, MISSOURI 63110
- 4.4. Phone Number: 314-534-9010
- 4.5. Fax Number: 314-534-9066
- 4.6. Email Address: gary.legrand@us.schindler.com
- 4.7. Federal Tax ID: 34-1270056
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8.	Pricing – The bidder must submit firm, fixed pricing per quarter for the original contract period to perform all maintenance and repairs identified in Section 2 of this bid request.	
	Elevators Owned by Boone County	Firm, Fixed Price Per Quarter
4.8.1.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators Serial Number: HG 82700 - Manufactured 10/28/91	\$ 399.00
4.8.2.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators West Car #B43B1F Serial Number: HG 82701 - Manufactured 10/28/91	\$ 399.00
4.8.3.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators East Car #B43B1F-3 Serial Number: HG 82701 - Manufactured 10/28/91	\$ 399.00
4.8.4.	Boone County Government Center, 801 East Walnut Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95	\$ 399.00
4.8.5.	Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95	\$ 399.00
4.8.6.	Flat Hourly rate for emergencies per section 2.3.3.5.	\$ 199.00 /hour
	(Circle One) Do you have the capability to maintain elevator security systems per section 2.3.3.6.?	
4.9.	<input checked="" type="radio"/> YES <input type="radio"/> NO	
4.10.	RENEWALS	
4.10.1.	Maximum % Increase 2nd Contract Period:	5 %
4.10.2.	Maximum % Increase 3rd Contract Period:	5 %

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: Boone County
Address: 601 E. Walnut

Contact Name: Heather Turner
Telephone Number: 573-886-4392

Date of Contract: 11/10/02

Length of Contract: 1 year with 2 year renewals - still have current contract

Description of Prior Services (include dates):

see above

2. **Prior Services Performed for:**

Company Name: Boone Hospital Center
Address:

Contact Name: Gary Wilburn
Telephone Number: 573-815-8213

Date of Contract: 4/8/05

Length of Contract: 5 years

Description of Prior Services (include dates):

Elevator Preventive Maintenance, Repair, Modernization

3. **Prior Services Performed for:**

Company Name: STATE OF MISSOURI
Address:

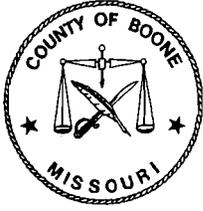
Contact Name: Charlie Ferrell
Telephone Number: 573-526-0603

Date of Contract: 5/1/04

Length of Contract: 5 years

Description of Prior Services (include dates):

Elevator Preventive Maintenance, Repair, Modernization



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **84-23OCT07**
Commodity Title: **Elevator Maintenance Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – OCTOBER 23, 2007**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **TUESDAY – OCTOBER 23, 2007**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from January 1, 2008 through December 31, 2008 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of Full Service Elevator Maintenance.
- 2.1.1. **Scope of Work** – Work performed shall include furnishing all labor, materials, tools, equipment, transportation, services, supervision, engineering expertise, and performing all operation required to properly service, repair, and maintain the designated elevators owned by the County.
- 2.1.2. **Sub-Contractors** – No subcontractors shall be used without prior approval and written consent of the Facilities Maintenance Manager.
- 2.1.3. **Contractor Qualifications and Experience** - The Contractor to whom a maintenance contract is awarded must: be currently engaged in the maintenance and repair of passenger and freight elevators on a commercial basis and have been successfully engaged in the business of such work and licensed in the State of Missouri for a period of not less than 3 consecutive years immediately preceding the submission of this bid. The contractor must also have established offices in the Jefferson City - Columbia area.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2008 through December 31, 2008. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **MINIMUM TECHNICAL SPECIFICATIONS**
- 2.3.1. **Repair Locations** - All services will be provided at the County sites described in Section 4 of this request.
- 2.3.2. **General Requirements**
- 2.3.2.1. This contract shall be for full service including all elevator preventive maintenance and repairs and all periodic safety tests as required by BOCA National Building Code as adopted by the County of Boone.
- 2.3.2.2. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract ten (10) days after such written notice.
- 2.3.3. **Contractor's Responsibility and Service Requirements**
- 2.3.3.1. The contractor shall guarantee all work performed under this contract.
- 2.3.3.2. The contractor shall provide 100 percent coverage for all parts, preventive maintenance, and repairs and parts replacement to all systems (electrical, mechanical, hydraulics), to include all sub-systems, sub-assemblies, components, and all-sub components related to each elevator system identified in Section 4. Any and all repairs regardless of how minor or major shall be covered under this agreement at the monthly maintenance cost submitted in this response and subsequent contract. The following items are excluded from the monthly maintenance coverage: Acts of God, vandalism, light bulbs, buried underground pipe, and cylinder.
- 2.3.3.3. All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.3.3.4. The contractor will provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7 a.m. to 5 p.m., excluding state and national holidays. The response time from when a call is placed to the arrival of the contractor's designated representative and personnel shall

not exceed one hour. The Manager of Facilities Maintenance reserves the right to extend the response time at his discretion per occurrence and such extensions are not precedent setting.

- 2.3.3.5. The contractor will provide a flat hourly rate for emergency service outside normal business hours. This emergency rate shall include all labor and repairs.
- 2.3.3.6. The contractor is required to demonstrate the capability to maintain all security systems and sub-systems by having the correct electronic interface equipment to gain access to all elevator security systems stated within this bid. It is the contractor's responsibility to insure continued operation of all security systems associated with the elevators located within the Boone County Courthouse and identified in Section 4 of this bid request.
- 2.3.3.7. The contractor shall be responsible for sending a notice outlining any major repairs required to the Manager of Facilities Maintenance. If a malfunction of the elevator occurs between the course of periodic inspections, the contractor's personnel shall be available for any service and/or repairs. The contractor shall make special examinations, upon request, at no additional cost to the County.

2.4. **REPAIRS AND INSPECTIONS**

- 2.4.1. One (1) maintenance inspection per month is required for each elevator. The first inspection shall be made as soon as possible following the effective date of the contract and on a monthly basis thereafter. In addition, the contractor must perform an annual inspection as required by the Missouri State Elevator Inspection Code.
- 2.4.2. The contractor's mechanic shall coordinate all work with the Facilities Maintenance Department. Repairs found to be necessary at the time of inspection will be done at that time. All work and inspections will be recorded on job tickets. The job ticket(s) will be signed by a Facilities Maintenance representative, and a copy must be forwarded to the Facilities Maintenance Department.
- 2.4.3. The contractor's mechanic shall coordinate with Facilities Maintenance prior to disabling any elevator for service.
- 2.4.4. All replacement materials and equipment shall carry a minimum 90-day warranty. Each year the contractor will complete a service walk-through on or before December 1st with a Facilities Maintenance designee. In the event the contractor will not continue servicing the equipment for the next year, the contractor agrees to correct any deficiencies noted by the County prior to expiration of current contract. The County reserves the right to allow another elevator service representative to participate in this review. If the contractor should neglect to begin such repairs within this period or in the case of an emergency, where, in the judgment of the Manager of Facilities Maintenance, delay would cause serious loss or damage, the repairs and/or replacements may be made by the County and shall be charged back to the contractor and the contractor agrees to pay those charges within 30 days after invoice issue date.
- 2.4.5. The contractor must take all necessary steps to protect service personnel, the County's personnel, and the public from unnecessary danger or hazard during the execution of any services and/or repairs. Danger signs, warning signs, railings, barriers, sheeting, etc., shall be erected to prevent accidents from construction, falling objects, machinery, electric lines, and other conditions that might present unusual hazards.
- 2.4.6. The contractor shall perform any duties and/or requirements necessary for the completion of the annual elevator safety inspection performed by the City of Columbia at no additional charge to the County.

2.5. **SERVICE PERSONNEL REQUIREMENTS: Please include the following information with your bid response.**

- 2.5.1. Names, addresses, and resumes of all service personnel assigned to this contract.
- 2.5.2. All service personnel shall live within a thirty (30) mile radius of Columbia city limits.
- 2.5.3. All service personnel shall have completed an apprenticeship and have a minimum of five (5) years experience as a qualified journeyman. Proof of experience may be required.

2.6. **INSURANCE REQUIREMENTS:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which

must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.6.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.6.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.6.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.6.4. **Commercial Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.6.6. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

2.7. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.7.1. It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other on-site activities. Arrangements for bidder's inspection of facilities may be secured from Bob Davidson, Manager of Facilities Maintenance at 573-886-4401.
- 2.7.2. The quantity, type, and description of the equipment to be covered is listed in Section 4 of this request. The County reserves the right to increase or decrease equipment listed. Additional equipment shall be covered upon receipt of written notification from the County. Contractor will honor prices submitted in this bid for additional items that are like or equal to other equipment listed in the bid response. If additional pricing is provided, this information must be submitted to the Purchasing Department prior to the first billing. The County will provide 30 days written notice to the Contractor for the deletion of any equipment.
- 2.7.3. The contractor shall maintain a logbook of all service calls and repairs. The logbook shall indicate dates and times of service calls and identify equipment inspected, repaired, or replaced. The logbook shall become the property of the Facilities Maintenance Department upon conclusion of the contract. The Contractor must also provide the log for review upon request by the department. In addition, the contractor must keep all inspections on file throughout the life of the contract.
- 2.8. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: hturner@boonecountymmo.org
- 2.9. **DESIGNEE** – Bob Davidson, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Room 205, Columbia, MO 65201
- 2.10. **BILLING AND PAYMENT** - The billing periods will be Quarterly. Quarterly invoices will be submitted to the Facilities Maintenance Department for payment 30 days after receipt of a correct and valid invoice, monthly reports, and inspection lists.
- 2.11. Invoices for emergency service must be signed by a Facilities Maintenance Representative. Invoices should be submitted to Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **Note: Bid Submission and Bid Opening times are different. NO EXCEPTIONS.** We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
 - 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Email Address: _____

4.7. Federal Tax ID: _____

4.7.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.8.	Pricing – The bidder must submit firm, fixed pricing per quarter for the original contract period to perform all maintenance and repairs identified in Section 2 of this bid request.	
	Elevators Owned by Boone County	Firm, Fixed Price Per Quarter
4.8.1.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators Serial Number: HG 82700 - Manufactured 10/28/91	\$
4.8.2.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators West Car #B43B1F Serial Number: HG 82701 - Manufactured 10/28/91	\$
4.8.3.	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators East Car #B43B1F-3 Serial Number: HG 82701 -Manufactured 10/28/91	\$
4.8.4.	Boone County Government Center, 801 East Walnut Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95	\$
4.8.5.	Boone County Johnson Building, 601 East Walnut Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95	\$
4.8.6.	Flat Hourly rate for emergencies per section 2.3.3.5.	\$ _____ /hour
4.9.	(Circle One) Do you have the capability to maintain elevator security systems per section 2.3.3.6? YES NO	
4.10.	RENEWALS	
4.10.1.	Maximum % Increase 2nd Contract Period:	%
4.10.2.	Maximum % Increase 3rd Contract Period:	%

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, CPPB, Senior Buyer
(573) 886-4392- Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

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

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

Bid: 84-23OCT07 Elevator Maintenance Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

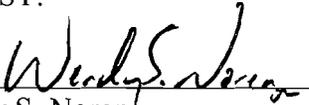
In the County Commission of said county, on the 8th day of November 20 07

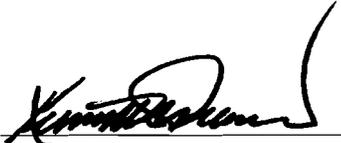
the following, among other proceedings, were had, viz:

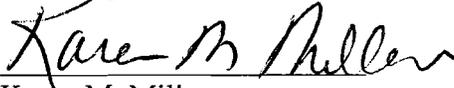
Now on this day the County Commission of the County of Boone does herby authorize the Presiding Commissioner to sign the resolution authorizing the filing of an application with the Missouri Department of Natural Resources for loans and/or grants under the Missouri Leveraged State Water Pollution Control Revolving Fund Program.

Done this 8th day of November, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and Clerk of Boone County does hereby certify:

That this resolution is a true and correct copy of the resolution adopted at a legally convened meeting of the Boone County Commission held on the ____ day of _____, 2007; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2007.

Wendy Noren
Boone County Clerk



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 WATER PROTECTION PROGRAM
 FINANCIAL ASSISTANCE CENTER
CLEAN WATER STATE REVOLVING FUND APPLICATION

APPLICANT INFORMATION				THIS SPACE FOR OFFICE USE ONLY			
APPLICANT NAME <i>Boone County Commission</i>				PRIORITY POINTS	PROJECT NUMBER	FY	
ADDRESS <i>801 E. Walnut, Room 245</i>				LOAN AND/OR GRANT AMOUNT REQUESTED (Note: Grant Amount cannot be increased later.) <i>\$5,220,000⁰⁰</i>			
CITY <i>Columbia</i>	STATE <i>MO</i>	ZIP CODE <i>65201</i>		PROJECT LOCATION <i>Boone County, Missouri</i>			
TYPE <input type="checkbox"/> Incorporated Municipality <input type="checkbox"/> Public Water/Sewer District <input checked="" type="checkbox"/> Other: <i>County Government</i>				CITY <i>Boone County, Missouri</i>	COUNTY <i>Boone County</i>		
PROJECT MANAGER (LOCAL GOVERNMENT OFFICIAL)				CONSULTING ENGINEER			
NAME <i>Tom Ratermann</i>				NAME <i>Mike Logston</i>			
TITLE <i>General Manager</i>				FIRM <i>Meco Engineering Company, Inc.</i>			
ADDRESS <i>1314 N. 7th St.</i>				ADDRESS <i>308 East High Street</i>			
CITY <i>Columbia</i>	STATE <i>MO</i>	ZIP CODE <i>65201</i>		CITY <i>Selkerson City</i>	STATE <i>MO</i>	ZIP CODE <i>65102</i>	
TELEPHONE NUMBER <i>(573) 443-2765</i>				TELEPHONE NUMBER <i>(573) 893-5558</i>			
PROJECT DESCRIPTION (PLEASE INCLUDE SITE MAPS IF AVAILABLE)							
<i>(see Exhibit A with maps)</i>							
LIST PERMIT NUMBER(S) OF WATER OR WASTEWATER FACILITIES AFFECTED BY THIS PROJECT (IF APPLICABLE) PLEASE NOTE IF THE FACILITY IS TO BE ELIMINATED BY THIS PROJECT. <i>(see Exhibit A)</i>							
POPULATION OF PROJECT AREA <i>(see Exhibit B)</i>				POPULATION OF POLITICAL SUBDIVISION <i>135,454</i>			
ESTIMATED 20 YEAR PROJECT AREA POPULATION <i>(see Exhibit B)</i>							
PROJECTED NEW CONNECTIONS AT PROJECT COMPLETION <i>(see Exhibit B)</i>							
NON-PERMITTED FACILITIES TO BE ELIMINATED BY THIS PROJECT							
NAME		POPULATION SERVED		TYPE AND CONDITION OF FACILITY			
<i>W. B. Smith Subdivision</i>		<i>30</i>		<i>Lagoon</i>			

DESCRIPTION OF PROBLEM TO BE ADDRESSED BY PROJECT INCLUDING:

ESTIMATED VOLUME OF SEWAGE BYPASSED
 million gallons per day

FREQUENCY OF BYPASS EVENTS
 per year

DESCRIPTION OF KNOWN DOWNSTREAM WATER QUALITY PROBLEMS, HEALTH EFFECTS AND LAND USE CONCERNS
 (see Exhibit C)

DOWNSTREAM WATER BODY AFFECTED (see Exhibit C) LAKE _____ STREAM _____

NUMBER OR PERCENTAGE OF FAILED SEPTIC TANKS
 (see Exhibit C) number _____ % of total _____

DESCRIPTION OF CONDITIONS RESULTING FROM FAILED SEPTIC TANKS
 (see Exhibit C)

OTHER INFORMATION REGARDING PROBLEMS ADDRESSED

NOTE: A map showing facilities to be eliminated, location of bypassing, lift stations, relief sewers and boundaries of unsewered areas must be included.

ESTIMATED COST	ELIGIBLE	NON-ELIGIBLE	TOTAL	COST BREAKDOWN FOR DESIGNATED CATEGORIES
Development and Administration	(see Exhibit D)	(see Exhibit D)	(see Exhibit D)	(see Exhibit E)
Land & Easements	"	"	"	I. Secondary Treatment
Engineering Planning and Design	"	"	"	II. Advanced Treatment
* Engineering During Construction	"	"	"	IIIA. Inflow/Infiltration Correction
* Resident Inspection	"	"	"	IIIB. Sewer Rehab
* Construction	"	"	"	IVA. Collection Sewers
* Equipment	"	"	"	IVB. Interceptor Sewers
**Other Costs	"	"	"	V. Combined Sewer Overflow Correction
TOTAL PROJECT COSTS	\$2,446,311	\$456,990	\$2,903,301	TOTAL CONSTRUCTION COSTS \$2,141,596 ⁰⁰

*Generally these costs are eligible.
 **SRF Loan closing costs (about 3%) are eligible.

PROPOSED FINANCING		Anticipated date for bond election:
SRF Loan and/or 40% grant	\$2,446,311 ⁰⁰	November, 1997
Applicant Contribution	\$456,990 ⁰⁰	Debt Instrument:
Other Grants and Loans	\$0 ⁰⁰	General Obligation Bonds: \$5,220,000 ⁰⁰
(Specify)	\$0 ⁰⁰	Revenue Bonds: \$0 ⁰⁰
	\$0 ⁰⁰	*Other: \$0 ⁰⁰
Total	\$2,903,301 ⁰⁰	*Not SRF Loan Eligible

the best of my knowledge and belief, the data in this application are true and correct, and its submission has been duly authorized by the governing body of the applicant.

SIGNATURE _____ DATE _____ NAME AND TITLE (PLEASE PRINT OR TYPE)
 Ken Pearson, Presiding Commissioner

Exhibit A
Project Descriptions
Boone County
November 15, 2007

Project #1: Hill Creek Sanitary Sewer Neighborhood Improvement District (NID)
\$2,066,226

- involves connecting a subdivision originally constructed with on-site sewer systems to a public sanitary sewer system. Connections are possible due to the major improvements to an existing Boone County Regional Sewer District (BCRSD) treatment facility that are now complete.
- will serve about 88 existing, unsewered houses
- South Route K Wastewater Treatment Facility (Missouri State Operating Permit Number MO-0087173) discharges into a tributary to Little Boone Femme Creek
- see Ashland Quadrangle
- State Representative District Number(s): 24
- State Senate District Number: 19

Project #2: Hackberry Boulevard Sanitary Sewer NID **\$157,470**

- involves the connection of seven homes with on-site systems to the BCRSD's Clearview system.
- will serve about 7 existing, unsewered houses.
- Clearview WWTP (Missouri State Operating Permit Number MO-0085944) discharges into an unnamed tributary of Rocky Fork Creek in the Perche Creek drainage basin.
- see Browns Quadrangle
- State Representative District Number(s): 24
- State Senate District Number: 19

Project #3: Prathersville / Wagon Trail Road Sanitary Sewer NID **\$772,485**

- involves connecting a residential and commercial area originally constructed with on-site sewer systems to a public sanitary sewer system. Connections are possible due to the connection of a BCRSD facility to the City of Columbia's wastewater collection system.
- will serve about 18 existing, unsewered houses, 2 existing mobile home parks (Mobile Village Mobile Home Park (MHP) and Gaslight MHP), a multi-family residential building (R & J Properties) and another multi-family residential property (Peacock Properties).
- Wastewater treatment service is provided to Mobile Village MHP by a privately owned and operated lagoon operating under Missouri State Operating Permit (MSOP) Number MO-0045578, which discharges to a tributary to Rocky Fork Creek. This

facility will be closed as a part of this project. This permit expired November 29, 2006.

- Wastewater treatment service is provided to Gaslight MHP by a privately owned and operated lagoon operating under MSOP Number MO-0085782, which discharges to a tributary to Rocky Fork Creek. This facility will be closed as a part of this project.
- Wastewater treatment service is currently provided to R & J Properties by a privately owned and operated lagoon operating under Missouri State Operating Permit (MSOP) Number MO-0125148, which discharges to a tributary to Rocky Fork Creek. This lagoon must disinfect by November 15, 2011. This facility will be closed as a part of this project.
- Wastewater treatment service is currently provided to Peacock Properties by a privately owned and operated lagoon operating under Missouri State Operating Permit (MSOP) Number MO-0124532, which discharges to a tributary to Rocky Fork Creek. This permit expired January 27, 2005. This permit has a schedule of compliance in it that states, "Permittee shall comply with the final limits by December 31, 2001 or connect to the regional or municipal system by December 31, 2001." This facility will be closed as a part of this project.
- Wastewater from this project will be treated at the City of Columbia Wastewater Treatment Facility (Missouri State Operating Permit Number MO-0097837) which discharges into Eagle Bluffs Conservation Area
- See map entitled "Wagon Trail Road Sanitary Sewer Neighborhood Improvement District"
- State Representative District Number(s): 24
- State Senate District Number: 19

Project #4: Brown Station Sanitary Sewer NID

\$127,595

- involves the connection of five homes with on-site systems to a proposed Recirculating Sand Filter.
- will serve about 5 existing, unsewered houses.
- will involve the permitting and construction of a new wastewater treatment facility.
- State Representative District Number(s): 24
- State Senate District Number: 19

Project #5: W. B. Smith Subdivision Sanitary Sewer NID

\$116,225

- involves connecting an existing residential area originally constructed with an existing three cell lagoon to a public sanitary sewer system. Connection is possible due to a connection agreement with the City of Columbia.
- Wastewater treatment service is currently provided by a three cell lagoon which "was constructed in 1980 under a construction permit issued by the Missouri Department of Natural Resources (MDNR). An operating permit has never been issued for the facility." (April 28, 2003 Engineering Surveys and Services Engineering Report)

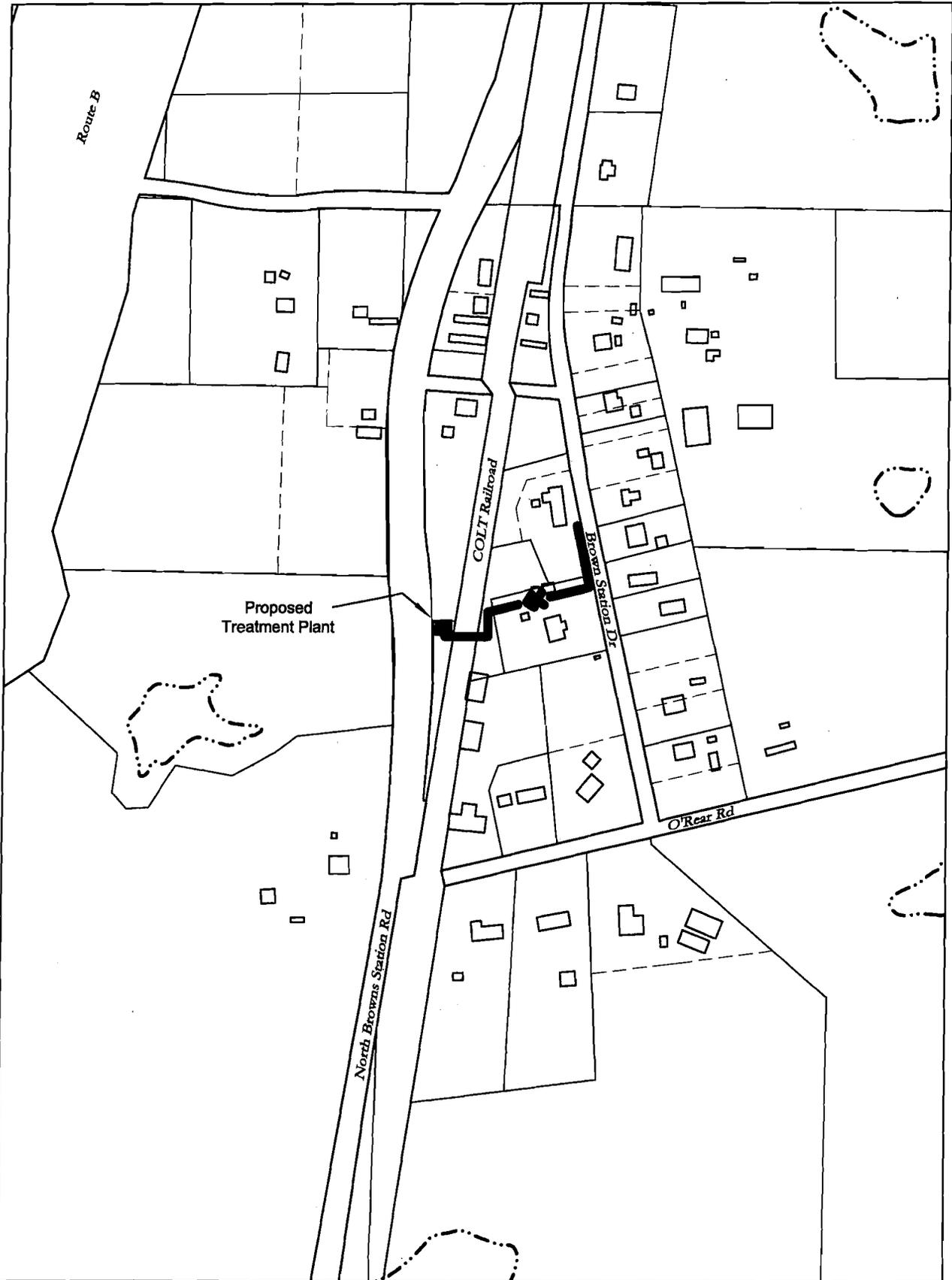
- “The receiving stream for the discharge from the existing 3 cell lagoon is an unnamed tributary to Little Bonne Femme Creek which runs through Rock Bridge Memorial State Park. A report from the Missouri Department of Natural Resources, Geological Survey and Resource Assessment Division describes this drainage area as karst topography which contains sinkholes and caves. The unnamed tributary into which the existing lagoon discharges has been classified by this report as a losing stream. A losing stream is defined as a stream which contributes 30 percent or more of its flow to the groundwater system. In light of this classification, the limitations placed on a discharge to this unnamed tributary cannot be achieved through treatment provided by a conventional 3 cell lagoon system.” (April 28, 2003 Engineering Surveys and Services Engineering Report)
- City of Columbia Wastewater Treatment Facility (Missouri State Operating Permit Number MO-0097837) discharges into Eagle Bluffs Conservation Area
- State Representative District Number(s): 24
- State Senate District Number: 19

Project #6: Country Squire Sanitary Sewer NID

\$229,400

- Involves connecting an existing residential area with an existing two cell lagoon to a public sanitary sewer system. The existing residential area is served by a private, MDNR permitted two cell lagoon. The existing two cell lagoon is operated under MSOP Number MO-0096580, which expired June 15, 1999. This facility will be closed as a part of this project. The wastewater flow from the existing residential area will be connected to the Boone County Regional Sewer District’s collection system and the wastewater will be treated at the Sewer District’s Oberlin Valley Wastewater Treatment Plant, which is operated under MSOP Number MO-0117323 which expires June 10, 2009.
- State Representative District Number(s): 24
- State Senate District Number: 19

DISCLAIMER; READ CAREFULLY: The existence, dimension, and location of facilities, as well as other information, on this map may be based upon unverified historic information and should not be relied upon for any purpose without actual field verification. No excavation work should be performed based upon this map without first obtaining field location information concerning underground utilities as required by law. The Boone County Regional Sewer District makes no warranty of any kind concerning the completeness or accuracy of information contained on this map and assumes no liability or responsibility for the use or reuse of this map by persons not affiliated with the District. Use of this map by any person not affiliated with the District constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on this map.



Scale: 1" = 300'
9/11/07

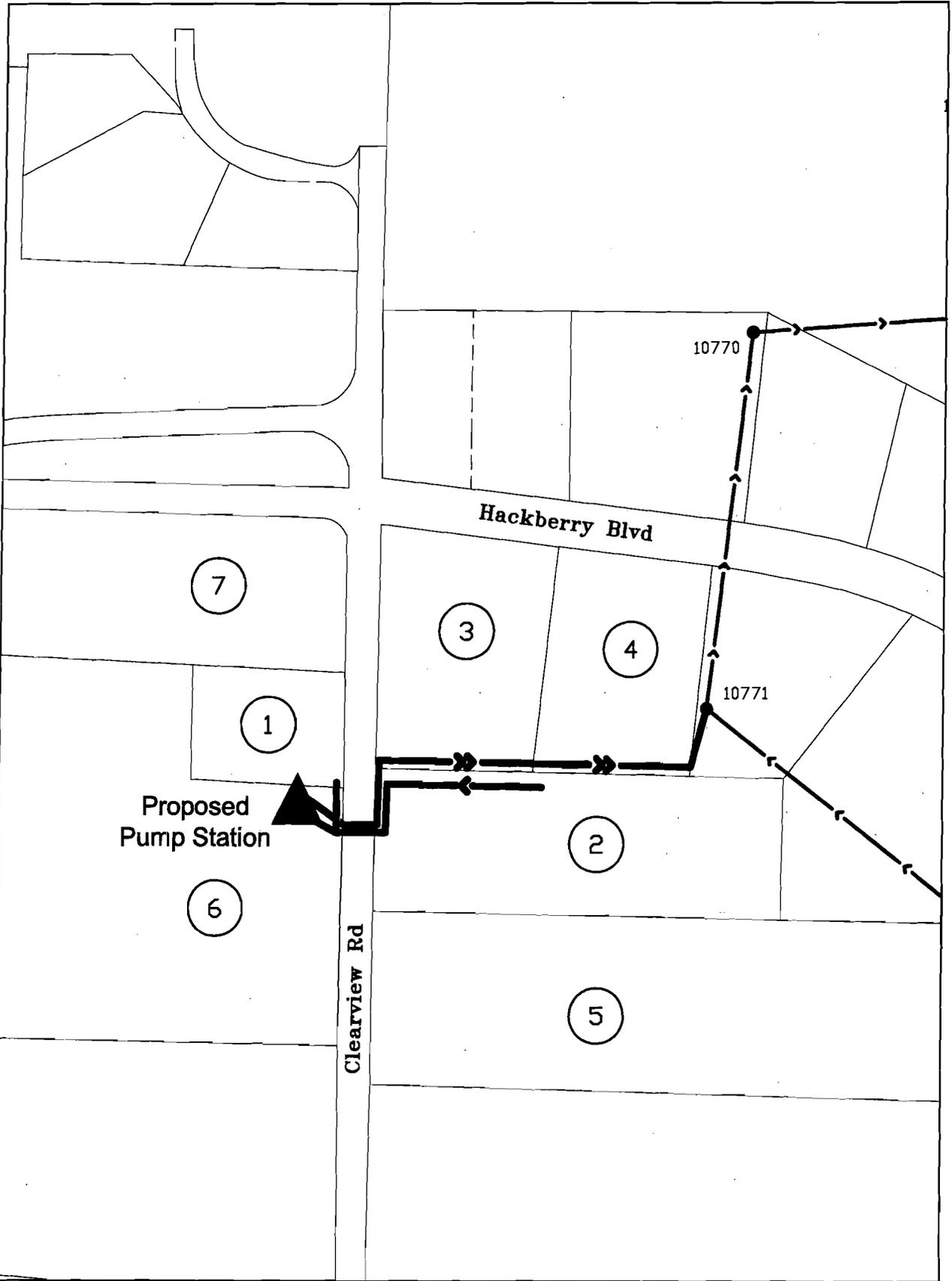
**Browns Station Neighborhood
Improvement District**

**Boone County Regional
Sewer District**

1314 North Seventh St
Columbia Mo 65201

08/11/07 10:00 AM

DISCLAIMER; READ CAREFULLY: The existence, dimension, and location of facilities, as well as other information, on this map may be based upon unverified historic information and should not be relied upon for any purpose without actual field verification. No excavation work should be performed based upon this map without first obtaining field location information concerning underground utilities as required by law. The Boone County Regional Sewer District makes no warranty of any kind concerning the completeness or accuracy of information contained on this map and assumes no liability or responsibility for the use or reuse of this map by persons not affiliated with the District. Use of this map by any person not affiliated with the District constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on this map.



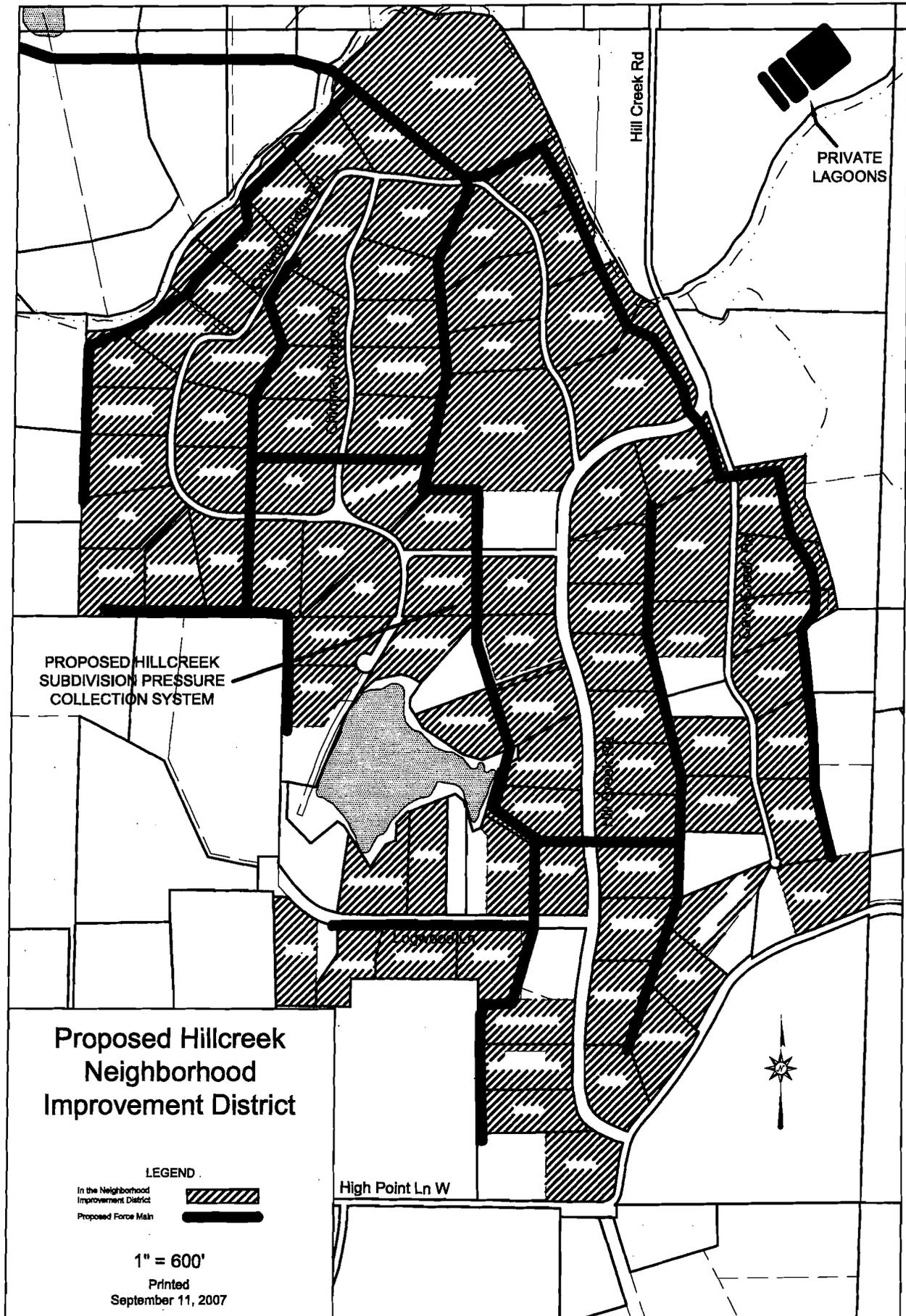
Scale: 1" = 150'
9/11/07

Hackberry Boulevard Sanitary
Sewer Neighborhood
Improvement District

**Boone County Regional
Sewer District**

1314 North Seventh St
Columbia Mo 65201

10/11/07



PROPOSED HILLCREEK
SUBDIVISION PRESSURE
COLLECTION SYSTEM

**Proposed Hillcreek
Neighborhood
Improvement District**

LEGEND
 In the Neighborhood Improvement District 
 Proposed Force Main 

1" = 600'
 Printed
 September 11, 2007

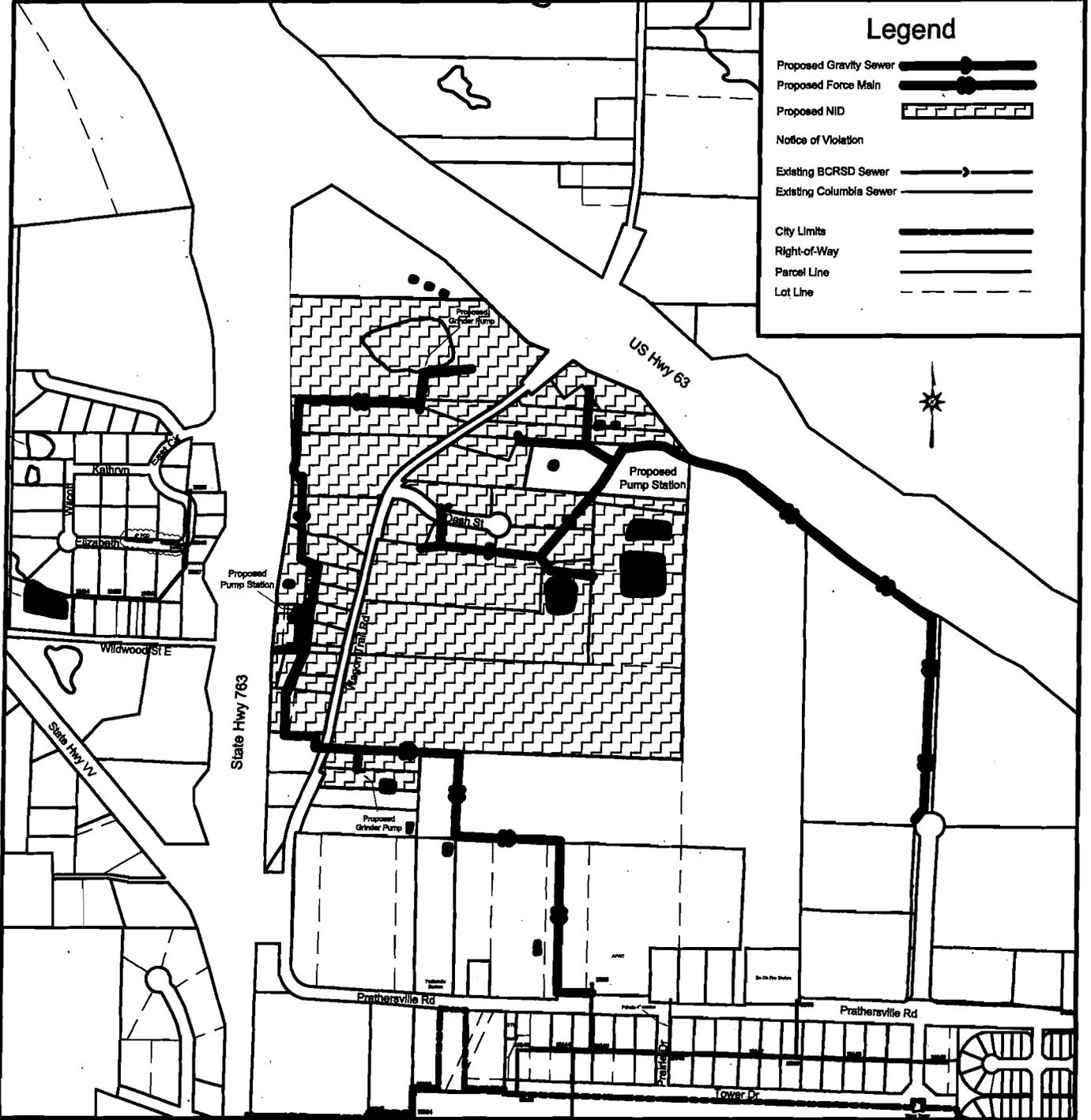


Boone County Regional Sewer District

1314 North Seventh Street
 Columbia, Missouri 65201

Legend

- Proposed Gravity Sewer 
- Proposed Force Main 
- Proposed NID 
- Notice of Violation 
- Existing BCRSD Sewer 
- Existing Columbia Sewer 
- City Limits 
- Right-of-Way 
- Parcel Line 
- Lot Line 



Wagon Trail Road
Sanitary Sewer
Neighborhood
Improvement
District

Scale: 1" = 500'
Date: September 11, 2007
Version: 4.05
Page: 1
Sheet: 1

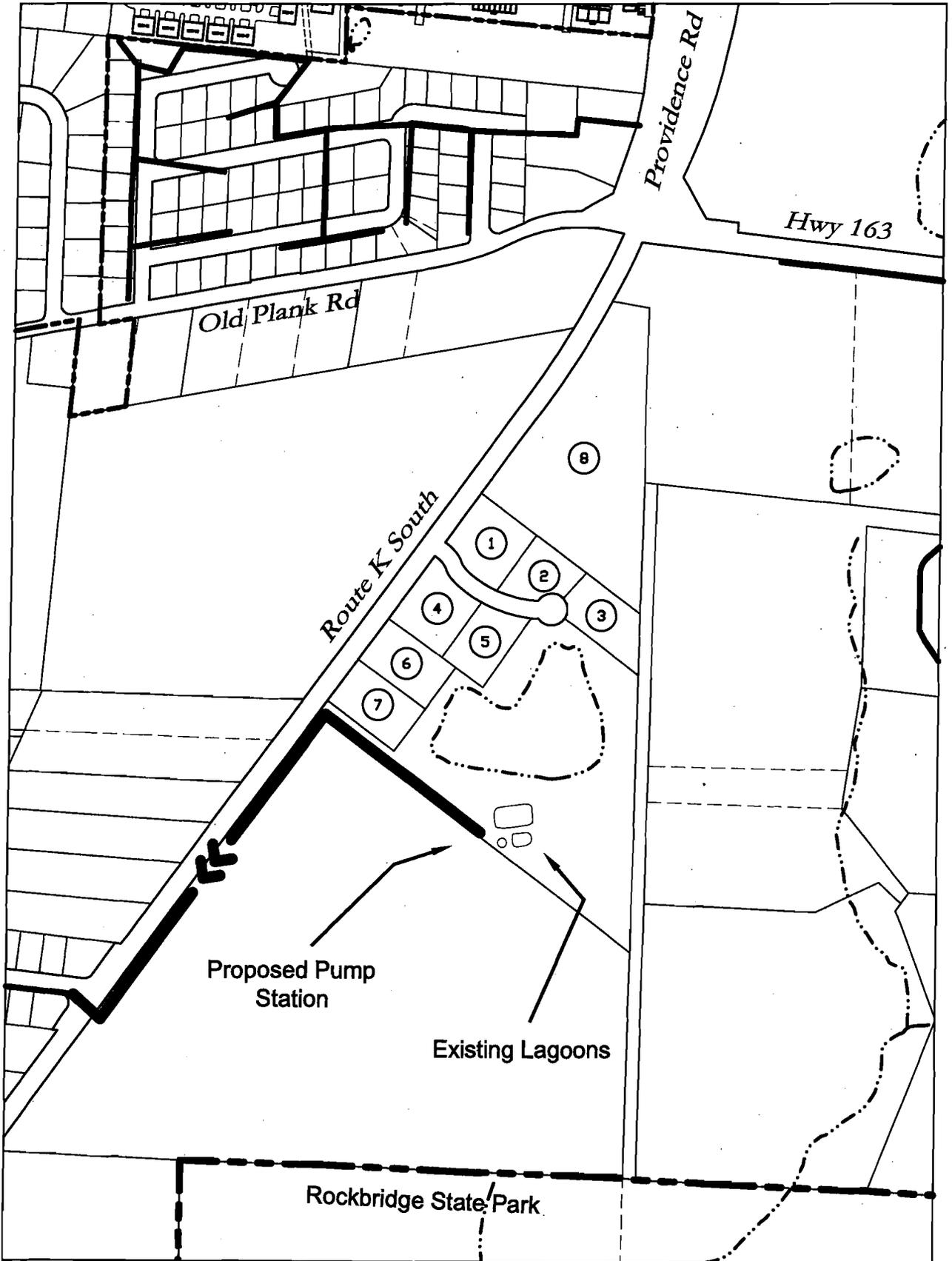
By: [Signature]

Boone County Regional Sewer District
1314 North Seventh Street
Columbia, Missouri 65201
Phone: 660-526-2200
Fax: 660-526-2201
www.boonecountymissouri.gov

**Wagon Trail Road Sanitary Sewer
Neighborhood Improvement District**

**Boone County Regional
Sewer District**
1314 North Seventh Street
Columbia Mo 65201

DISCLAIMER; READ CAREFULLY: The existence, dimension, and location of facilities, as well as other information, on this map may be based upon unverified historic information and should not be relied upon for any purpose without actual field verification. No excavation work should be performed based upon this map without first obtaining field location information concerning underground utilities as required by law. The Boone County Regional Sewer District makes no warranty of any kind concerning the completeness or accuracy of information contained on this map and assumes no liability or responsibility for the use or reuse of this map by persons not affiliated with the District. Use of this map by any person not affiliated with the District constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on this map.

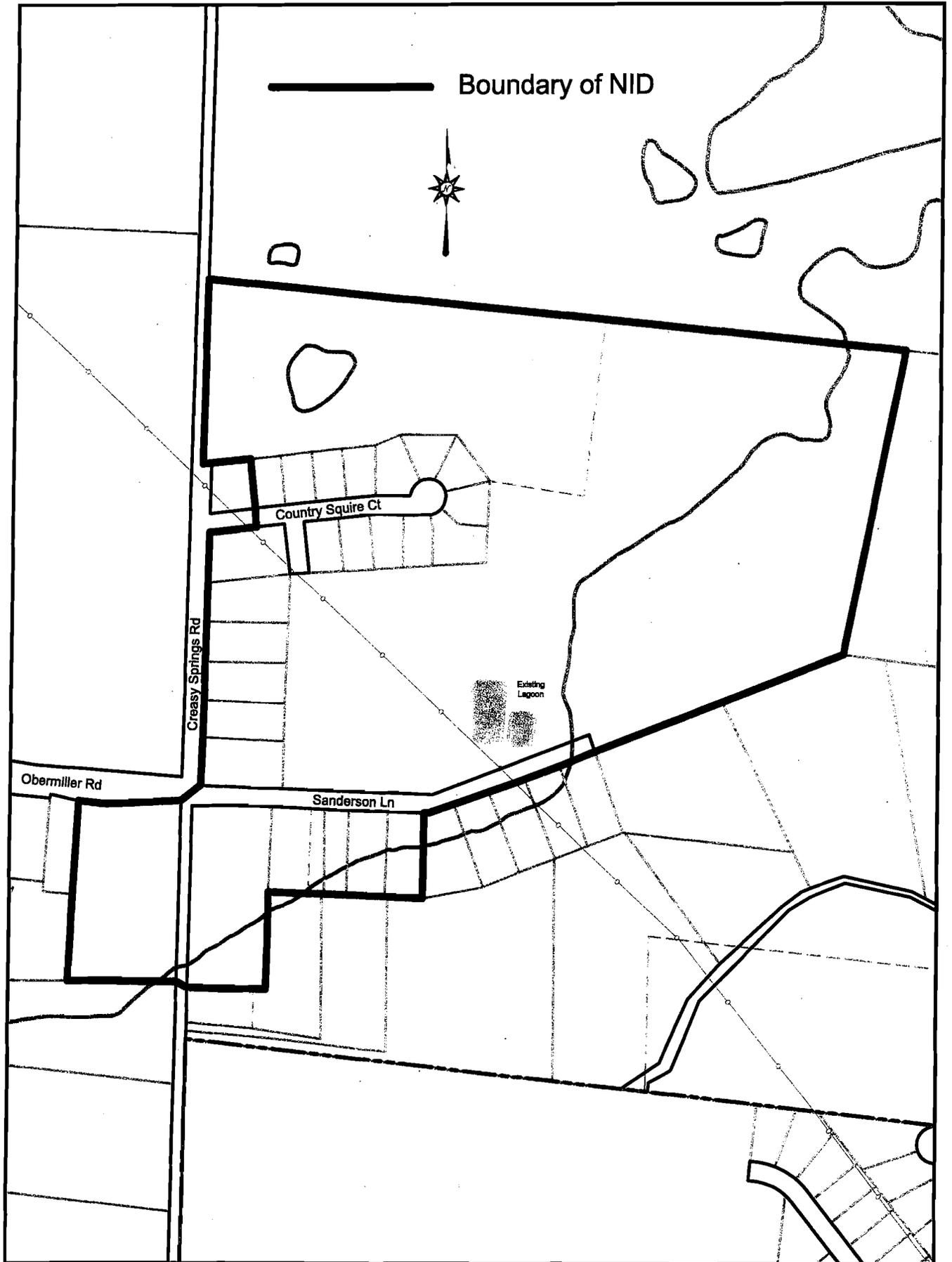


Scale: 1" = 400'
9/11/07

W B Smith Subdivision

**Boone County Regional
Sewer District**

1314 North Seventh St
Columbia Mo 65201



Boone County Regional
Sewer District

Exhibit B
Boundary Map of Country Squires
Neighborhood Improvement District

Date: 9-11-07
Scale: None

Project Number	Project Name	Population of Project Area	Estimated 20 Year Project Area Population	Projected New Connections at Project Completion
1	Hill Creek Sanitary Sewer NID	326	551	89
2	Hackberry Boulevard Sanitary Sewer NID	26	44	7
3	Prathersville / Wagon Trail Sanitary Sewer NID	510	862	137
4	Brown Station Sanitary Sewer NID	19	32	5
5	W. B. Smith Subdivision Sanitary Sewer NID	30	51	8
6	Country Squire Sanitary Sewer NID	144	243	39
$\text{Estimated 20 Year Project Area Population} = (\text{Population of Project Area})(3.45\%)(20 \text{ Years}) + (\text{Population of Project Area})$				

Project Number	Project Name	Description of Known Downstream Water Quality Problems, Health Effects and Land Use Concerns	Downstream Water Body Effected	Number of On-Site Systems*
1	Hill Creek Sanitary Sewer NID	Not Applicable	Little Bonne Femme Creek	88
2	Hackberry Boulevard Sanitary Sewer NID	Not Applicable	Rocky Fork Creek	7
3	Prrathersville / Wagon Trail Road Sanitary Sewer NID	Not Applicable	Rocky Fork Creek	18
4	Brown Station Sanitary Sewer NID	Not Applicable	Rocky Fork Creek	5
5	W. B. Smith Subdivision Sanitary Sewer NID	Not Applicable	Little Bonne Femme Creek	0
6	Country Squire Sanitary Sewer NID	Not Applicable	Cow Branch Creek	2
*Generally speaking, most on-site systems in the older neighborhoods of Boone County do not meet current regulations.				

Project Number	Project Name	Description	Eligible	Non-eligible	Total
1	Hill Creek Sanitary Sewer NID	Development and Administration	\$ -	\$ 26,430	\$ 26,430
		Land and Easements	\$ -	\$ 24,000	\$ 24,000
		Engineering Planning and Design	\$ 84,240	\$ -	\$ 84,240
		Engineering During Construction	\$ 9,360	\$ -	\$ 9,360
		Resident Inspection	\$ 56,200	\$ -	\$ 56,200
		Construction	\$ 1,268,000	\$ -	\$ 1,268,000
		Equipment	\$ -	\$ -	\$ -
		Other Costs	\$ 14,000	\$ 170,751	\$ 184,751
		TOTAL HILL CREEK SANITARY SEWER NID	\$ 1,431,800	\$ 221,181	\$ 1,652,981
2	Hackberry Boulevard Sanitary Sewer NID	Development and Administration	\$ -	\$ 5,350	\$ 5,350
		Land and Easements	\$ -	\$ 5,850	\$ 5,850
		Engineering Planning and Design	\$ 6,521	\$ -	\$ 6,521
		Engineering During Construction	\$ 6,520	\$ -	\$ 6,520
		Resident Inspection	\$ 1,400	\$ -	\$ 1,400
		Construction	\$ 89,935	\$ -	\$ 89,935
		Equipment	\$ -	\$ -	\$ -
		Other Costs	\$ 3,780	\$ 6,620	\$ 10,400
		TOTAL HACKBERRY BOULEVARD SANITARY SEWER NID	\$ 108,156	\$ 17,820	\$ 125,976
3	Frathersville / Wagon Trail Road Sanitary Sewer NID	Development and Administration	\$ -	\$ 24,885	\$ 24,885
		Land and Easements	\$ -	\$ 16,000	\$ 16,000
		Engineering Planning and Design	\$ 20,200	\$ -	\$ 20,200
		Engineering During Construction	\$ 10,000	\$ -	\$ 10,000
		Resident Inspection	\$ 18,000	\$ -	\$ 18,000
		Construction	\$ 420,000	\$ -	\$ 420,000
		Equipment	\$ -	\$ -	\$ -
		Other Costs	\$ 10,000	\$ 98,900	\$ 108,900
		TOTAL WAGON TRAIL ROAD SANITARY SEWER NEIGHBORHOOD IMPROVEMENT DISTRICT	\$ 478,200	\$ 139,785	\$ 617,985
4	Brown Station Sanitary Sewer NID	Development and Administration	\$ -	\$ 5,029	\$ 5,029
		Land and Easements	\$ -	\$ 1,720	\$ 1,720
		Engineering Planning and Design	\$ 10,000	\$ -	\$ 10,000
		Engineering During Construction	\$ 2,225	\$ -	\$ 2,225
		Resident Inspection	\$ 1,600	\$ -	\$ 1,600
		Construction	\$ 81,501	\$ -	\$ 81,501
		Equipment	\$ -	\$ -	\$ -
		Other Costs	\$ 3,065	\$ -	\$ 3,065
		TOTAL BROWN STATION SANITARY SEWER NID	\$ 98,391	\$ 6,749	\$ 105,140
5	W. B. Smith Subdivision Sanitary Sewer NID	Development and Administration	\$ -	\$ 5,154	\$ 5,154
		Land and Easements	\$ -	\$ 7,350	\$ 7,350
		Engineering Planning and Design	\$ 8,000	\$ -	\$ 8,000
		Engineering During Construction	\$ 2,000	\$ -	\$ 2,000
		Resident Inspection	\$ 2,000	\$ -	\$ 2,000
		Construction	\$ 80,000	\$ -	\$ 80,000
		Equipment	\$ -	\$ -	\$ -
		Other Costs	\$ 3,280	\$ 4,800	\$ 8,080
		TOTAL W. B. SMITH SUBDIVISION SANITARY SEWER NID	\$ 95,280	\$ 17,304	\$ 112,584

Project Number	Project Name	Description	Eligible	Non-eligible	Total
6	Country Squire Sanitary Sewer NID	Development and Administration		\$ 8,308	\$ 8,308
		Land and Easements	\$ -	\$ 9,281	\$ 9,281
		Engineering Planning and Design	\$ 30,324	\$ -	\$ 30,324
		Engineering During Construction	\$ 1,000	\$ -	\$ 1,000
		Resident Inspection	\$ 1,000	\$ -	\$ 1,000
		Construction	\$ 202,160	\$ -	\$ 202,160
		Equipment	\$ -	\$ -	\$ -
		Other Costs	\$ -	\$ 36,563	\$ 36,563
		TOTAL COUNTRY SQUIRE SANITARY SEWER NID	\$ 234,484	\$ 54,151	\$ 288,635
		GRAND TOTAL	\$ 2,446,311	\$ 456,990	\$ 2,903,301

Project Number	Project Name	Secondary Treatment	Advanced Treatment	Inflow/Infiltration Correction	Sewer Rehab	Collection Sewers	Interceptor Sewers	Combined Sewer Overflow Correction
1	Hill Creek Sanitary Sewer NID	\$ -	\$ -	\$ -	\$ -	\$ 1,268,000	\$ -	\$ -
2	Hackberry Boulevard Sanitary Sewer NID	\$ -	\$ -	\$ -	\$ -	\$ 89,935	\$ -	\$ -
3	Prathersville / Wagon Trail Road Sanitary Sewer NID	\$ -	\$ -	\$ -	\$ -	\$ 420,000	\$ -	\$ -
4	Brown Station Sanitary Sewer NID	\$ -	\$ 14,800	\$ -	\$ -	\$ 66,701	\$ -	\$ -
5	W. B. Smith Subdivision Sanitary Sewer NID	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -
6	Country Squire Sanitary Sewer NID	\$ -	\$ -	\$ -	\$ -	\$ 202,160	\$ -	\$ -
	TOTAL:	\$ -	\$ 14,800	\$ -	\$ -	\$ 2,126,796	\$ -	\$ -

Advanced Treatment	\$ 14,800
Inflow/Infiltration Correction	\$ -
Sewer Rehab	\$ -
Collection Sewers	\$ 2,126,796
Interceptor Sewers	\$ -
TOTAL CONSTRUCTION COST:	\$ 2,141,596

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

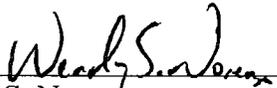
In the County Commission of said county, on the 8th day of November 20 07

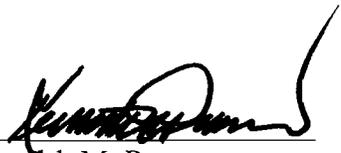
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby **deny** the petition by Pin Oak Investments LLC to vacate and re-plat lot 2 of Pin Oak Subdivision Block III.

Done this 8th day of November, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Neighborhood Petition

Opposing the Pin Oak Investments LLC Development in the Pin Oak Subdivision

October 31, 2007

We, the undersigned oppose the action that the Pin Oak Investments LLC wants to take to vacate and re-plat lot 2 of the Pin Oak Subdivision Block III.

We have serious concerns about trends in development that threaten the single-family nature of the neighborhood. We feel that the character of our family-based neighborhood will change dramatically to the detriment of existing homeowners and property values unless step are taken in the very near future to preserve its integrity.

The Undersigned homeowners support this petition:

Name (Please Print)	Address	Signature
JOHN BROWNING	1604 N. PIN OAK BLVD COLUMBIA, MO	John Browning
SMITH W BUCK	1311 GOLF BLVD COLUMBIA, MO	SMITH W BUCK
BRUCE SMITH	1309 N GOLF BLVD COLUMBIA	Bruce Smith
Kathryn Teeple	1313 N. Golf Blvd. Columbia	Kathryn L. Teeple
* Candy Dixon	1408 GOLF BLVD COLUMBIA	Candy Dixon
Bill DeBart	1408 GOLF BLVD. Columbia	Bill DeBart
Tammy Edward	1406 GOLF BLVD. Columbia	Tammy Edwards
* Robin F. Cadwell	1515 GOLF BLVD. Columbia, MO	Robin F. Cadwell
Alex Anderson	1610 GOLF BLVD Columbia, MO	Alex Anderson
Tony Pope	1535 Pin Oak Blvd. Columbia, MO	Tony Pope
Paul Anderson	1507 PIN OAK BLVD Columbia MO	Paul Anderson
Steve Johnston	1709 N PIN OAK BLVD Columbia MO	Steve Johnston
JHARR BOSSAKKE	1703 N. PIN OAK BLVD Columbia, MO	JHARR BOSSAKKE
Stephanie Bonaller	1703 N. Pin Oak Blvd. Columbia MO	Stephanie Bonaller
William D. Suet	1804 N. Pin Oak Blvd Columbia MO	William D. Suet
Gert Hanna	1814 N. Pin Oak Blvd Columbia MO	Gert Hanna
Phyllis S. Hinshaw	6203 E. LOCUST GROVE DR. Columbia, MO	Phyllis Hinshaw
- Candy Wise (Candy Wise)	1580 N PIN OAK BLVD Columbia MO	Candy Wise

Neighborhood Petition

Opposing the Pin Oak Investments LLC Development in the Pin Oak Subdivision

October 31, 2007

We, the undersigned oppose the action that the Pin Oak Investments LLC wants to take to vacate and re-plat lot 2 of the Pin Oak Subdivision Block III.

We have serious concerns about trends in development that threaten the single-family nature of the neighborhood. We feel that the character of our family-based neighborhood will change dramatically to the detriment of existing homeowners and property values unless step are taken in the very near future to preserve its integrity.

The Undersigned homeowners support this petition:

Name (Please Print)	Address	Signature
Della VAUGHN	1312 N LAKE OF THE WOODS	Della Vaughn
William C. Vaughn	1312 N. Lake of woods	William C. Vaughn
Mel Winters	MARTHA JO W, NECT	Mel Winters
Mel Winters	1520 Lake of the woods	Mel Winters
FRANK MOORE	6007 St Charles	Frank Moore
KATIE L. MOORE	6007 ST. CHARLES RD.	Katie Moore
Joan Sorrels	1502 N Lake of the woods	Joan Sorrels
^{James Bowman} James Bowman	1506 Lake of the woods	James Bowman
Marshall Treaster	1508 Lake of The woods Rd.	Marshall Treaster
Jeff Bott	1514 Lake of the woods Rd.	Jeff Bott
LINDA BOTT	1514 LAKE OF THE WOODS RD	Linda Bott
Steve Sorrels	1504 Lake of the woods	Steve Sorrels
Richard Sorrels	1502 N. Lake of Woods Rd	Richard Sorrels
Arlene Tucker	30 S Hogan St	ARLENE TUCKER
Joyce Monroe	202 Breaker	Joyce Monroe

To whom it may concern,

My name is: Gary Teeple and I live at
and/or own the property located at: 1313 ^{Coff}~~Pin Oak Blvd.~~

I am signing this letter showing my support of the lot split and new home construction at the property located at 1312 Pin Oak Blvd.

Signed: Verbal No Opposition on

Date: 11 / 17 / 2007

To whom it may concern,

My name is: Ben Crabtree and I live at
and/or own the property located at: 1302 ^{Golf}~~Pin Oak Blvd.~~

I am signing this letter showing my support of the lot split and new home construction at the property located at 1312 Pin Oak Blvd.

☛ Commented that he did not care

Signed: Verbal on _____

Date: 11/7/2007

To whom it may concern,

My name is: Byron Baker and I live at
and/or own the property located at: 1404 ^{Golf} ~~Pin Oak Blvd.~~

I am signing this letter showing my support of the lot split and new home construction at the property located at 1312 Pin Oak Blvd.

Signed: Byron Baker

Date: 11-7-07

To whom it may concern,

My name is: Daniel Springer and I live at
and/or own the property located at: 1645 ^{Golf}~~Pin Oak Blvd.~~

I am signing this letter showing my support of the lot split and new home construction at the property located at 1312 Pin Oak Blvd.

Signed: Verbal No Opposition on

Date: 11 / 2 / 2007

To whom it may concern,

My name is: Jason P. Ryan and I live at
and/or own the property located at: 1607 Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: Jason P. Ryan

Date: 11-2-07

To whom it may concern,

My name is: JAMES DOYLE BENNETT, JR and I live at
and/or own the property located at: 1575 Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed:



Date:

11-3-07

To whom it may concern,

My name is: Rob Hoell and I live at
and/or own the property located at: 1609 Pin Oak Blvd.

I am signing this letter showing my support of the lot split and new home
construction at the property located at 1312 Pin Oak Blvd.

Signed: John W. Hall

Date: Nov 2, 2007

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 8th day of November 20 07

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

Now on this day the County Commission of the County of Boone does hereby adopt the Joint Storm Water Management Plan, and authorizes the Presiding Commissioner to sign the application for a Storm Water Permit.

Done this 8th day of November, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 8th day of November 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the quit-claim deed for a tract of land in the Southeast Quarter of Section 1, Township 48 North, Range 14 West in Boone County, Missouri.

Done this 8th day of November, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

QUIT-CLAIM DEED

THIS INDENTURE, made on the 8th day of November, 2007, by and between Boone County, Missouri, a political Subdivision of the State of Missouri, through its County Commission, herein Grantor, and Developments Far West Boone, LLC, herein Grantee (Grantee's mailing address is: c/o James Wright, 505 Himalayas Drive, Columbia, MO 65203).

WITNESSETH, That the said Grantor(s), for the sum of ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said Grantee, the following described real estate, lying, being and situated in the County of Boone, State of Missouri, to-wit:
A tract of land in the Southeast Quarter of Section 1, Township 48 North, Range 14 West in Boone County, Missouri. Said tract is further described as follows:

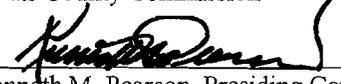
Starting at the center of Section 1 as shown by survey recorded in Book 2912, Page 8 of the Boone County records; thence along the quarter section line,
S 00°32'45"E, 1330.69 feet to the point of beginning; thence continuing
S 00°32'45"E, 1307.14 feet to the south quarter corner of Section 1; thence
N 89°27'15"E, 13.00 feet; thence N 00°32'45"W, 1307.14 feet; thence
S 89°27'15"W, 13.00 feet to the point of beginning and containing 0.39 acres.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee, and its successors and assigns, FOREVER; so that neither the said Grantor(s), nor his or her or their heirs, nor any other person or persons for him or her or them or in his or her or their name--or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantors has or have hereunto set their hands the day and year first above written.

BOONE COUNTY, MISSOURI
By Its County Commission



Kenneth M. Pearson, Presiding Commissioner

ATTEST:

Wendy S. Noren

Wendy S. Noren, County Clerk

STATE OF MISSOURI }
 } SS
County of Boone }

On this 8th day of November, 200 before me personally appeared Kenneth M. Pearson, to me known to be the presiding commissioner of the County Commission of Boone County, Missouri, described in and who executed the foregoing instrument, and acknowledged that he was duly authorized to execute the foregoing instrument on behalf of said County Commission for the purposes therein stated.

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

My term expires September 18, 2011

Seal

[Signature]

Notary Public

JOSHUA NORBERG
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires September 18, 2011
Commission # 07297690