539-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	December Se	December Session of the October Adjourned				
County of Boone						
In the County Commission of said cou	inty, on the	10th	day of	December	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve an order ordering the project, Phenora North Sanitary Sewer Neighborhood Improvement District Improvements to be made and authorizing the County Commission of Boone County, Missouri, to obtain financing, reimburse itself and record with Recorder of Deeds.

WHEREAS, pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the County Commission of Boone County, Missouri has heretofore determined that Phenora North Sanitary Sewer Neighborhood Improvement District Project to be advisable and ordered plans and specifications for the Project to be prepared by Commission Order 539-2013; and

WHEREAS, plans and specifications for said Project, including the estimated cost, were submitted to the County Commission, an assessment roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed improvements and assessments:

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:

Section 1. The conceptual plans for the Phenora North Sanitary Sewer Neighborhood Improvement District Project, providing for an estimated cost of \$297,679 will be assessed against property benefited by the improvements, are hereby determined to be final and complete and the engineering and improvements described therein are ordered to be made.

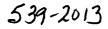
Section 2. The County of Boone expects to make expenditures on and after the date of passage of this Order in connection with the Project, and the County of Boone intends to reimburse itself for such expenditures with the proceeds of notes or bonds of the County of Boone. The maximum principal amount of notes or bonds expected to be issued for the Project is \$372,099.

Section 3. The County of Boone hereby authorizes the Treasurer to issue temporary notes pursuant to the Act to finance the costs of the Project until the Project is completed and final costs are determined for the purpose of making assessments against the owners of property within the district.

Section 4. This Order and the proposed assessment roll for the Project, a copy of which is attached hereto as Exhibit A, is ordered and directed to be filed by the Clerk of Boone County, in the real estate records of the Recorder of Deeds of Boone County, Missouri.

Section 5. This Order shall be in full force and effect from and after its passage.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI

County of Boone

In the County Commission of said county, on the

day of

20

Term. 20

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

Done this 10th day of December, 2013.

ea.

ATTEST: oren n Wendy S. Moren

Clerk of the County Commission

11

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

Notice of Hearing Phenora North Sanitary Sewer Neighborhood Improvement District

Boone County, Missouri: Notice is hereby given that a public hearing will be held on Tuesday, December 10, 2013, at 9:30 a.m. in the Boone County Commission Chambers, 801 E. Walnut, Columbia, MO, for the purpose of considering the improvements herein described.

- 1. Project Name: Phenora North Sanitary Sewer Neighborhood Improvement District
- 2. General Nature of Improvements: The construction of a publicly maintained sewage collection system and connection to an existing publicly maintained collection system to be owned and operated by the Boone County Regional Sewer District.
- 3. The estimated cost of the project is \$(\$297,679.00). All of the Project cost will be assessed against the owners of property within the District. The final cost of the Project to be assessed against owners of property within the District shall not exceed the estimated cost by more than 25%.
- 4. The boundaries of the Neighborhood Improvement District to be assessed for the Project are:

All of Lots Ten (10), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Twenty-Six (26), Thirty-one (31) and Thirty-two (32) of Phenora Subdivision as shown by the Plat thereof recorded in Plat Book 8 Page 30 Records of Boone County, Missouri.

5. Method of Assessment: The special assessments will be assessed in substantially equal annual installments over a period of twenty (20) years. The special assessments shall be a lien on the property against which they are assessed to the same extent as a tax upon real property. Upon foreclosure of any such lien, the entire unpaid amount of the assessment on that property plus interest will become due and payable and will be recoverable in the foreclosure proceeding.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT THE HEARING

Wendy S. Noren County Clerk Boone County, Missouri

EXHIBIT A

Т							Proposed	
							shares of final	Proposed
)#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	LEGAL1	cost	assessment
2	11-616-24 <u>-03-001.00</u>	BROWN	DOYLE CONRAD	BROWN		Lot Ten (10) OF Phenora Subdivision as the same is platted and more fully shown in the plat recorded in Plat Book 8 Page 30 of the Recorders Records of the Boone County Missouri	8	\$ 55,382.15
3	11-616-24-01-027.00	CABB INVESTMENTS				Lot Thirty Two (32) as shown by the Plat thereof recorded in Plat Book 8 Page 30 Boone County Records	6	\$ 41,536.60
4	11-616-24-01-026.00	CABB INVESTMENTS				Lot Thirty One (31) as shown by the Plat thereof recorded in Plat Book 8 Page 30 Boone County Records	6	\$ 41,536.60
	11-616-24-01-028.00	CABB INVESTMENTS				Lot Twenty-six (26) as shown by the Plat thereof recorded in Plat Book 8 Page 30 Boone County Records	7	\$ 48,459.37
5	11-616-24-01-002.0					Lot Fifteen (15) Phenora Subdivision according to the Plat thereof recorded in Plat Book 8 Page 30 of the Boone County Records	4	\$_27,691.07
6	11-616-24-01-003.0	HOSTETLER PROPERTIES LLC			 	Lot Fourteen (14) Phenora Subdivision according to the Plat recorded in Plat Book 8 Page 30 of the Boone County Records	4	\$ 27,691.07
_7	11-616-24-01-024.0	HOSTETLER CPROPERTIES LLC				Lot Seventeen (17) Phenora Subdivision according to the Plat recorded in Plat Book 8 Page 30 of the Boone County Records	4	\$ 27,691.07
8	11-616-24-01-001.0	simms	ROBERT N	SIMMS	CHRISTINE W	Lot 16 Phenora Subdivision according to the Plat thereof recorded in Plat Book 8 Page 30 of the Boone County Records	4	\$_27,691.07



To: Boone County Commission From: Andy Lister, Sewer NID Coordinator Re: Phenora North Sanitary Sewer NID Public Hearing

December 10, 2013

On October 2nd, 2012, The Boone County Regional Sewer District held a meeting with Phenora North property owners to discuss forming a Neighborhood Improvement District (NID) for sanitary sewer improvements. Three of the four owners were present. At that meeting, the Sewer District presented a petition to form the NID which was circulated by the neighborhood. The petition was returned with signatures and submitted to the Boone County Clerk.

Three of the Four owners signed the petition, representing 88% of the land in the proposed NID.

On July 30th, 2013, the Commission formed the Phenora North NID.

Notice of today's Public Hearing was published in the newspaper and individual notices were mailed to all property owners within the NID.

If, after this public hearing, the Commission wishes to proceed with this NID project, an order with suggested wording is in your packet.

I am happy to answer any questions you may have.

Respectfully submitted,

Andy Lister Project Manager

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Phenora North Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Properties: Lot Ten (10) of Phenora Subdivision as the same is platted and more fully shown in the plat recorded in Plat Book 8 Page 30 of the Recorders Records of the Boone County Missouri.

Assessor Tax Parcel Number: 11-616-24-03-001.00 Property Owner(s): Doyle Conrad Brown and Judith L. Brown

PROPOSED ASSESSMENT: Fifty Five Thousand Three Hundred Eighty Two and 15/100 Dollars (\$55,382.15)

As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

The amount finally assessed on such property will be determined from the actual final project cost, and cannot exceed the proposed assessment shown above by more than 25% without additional authorization by petition or election.

You are hereby further notified that the County Commission of the County will meet on <u>Tuesday</u>. <u>December 10th, 2013 at 9:30 a.m. in the Boone County Commission Chambers</u>, 801 East Walnut, Columbia, Missouri, for the purpose of considering the proposed improvements and assessments.

The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com

Wendy S. Noren my

Wendy S. Noren County Clerk, Boone County, Missouri

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Phenora North Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

30 Boone County Records

Assessor Tax Parcel Number: 11-616-24-01-026.00

Property Owner(s): CABB Investments, LLC

PROPOSED ASSESSMENT: Forty One Thousand Five Hundred Thirty Six and 60/100 Dollars (\$41,536.60)

Description of Property: Lot Twenty-six (26) as shown by the Plat thereof recorded in Plat Book 8 Page 30 Boone County Records

Assessor Tax Parcel Number: 11-616-24-01-028.00

Property Owner(s): CABB Investments, LLC

PROPOSED ASSESSMENT: Forty Eight Thousand Four Hundred Fifty Nine and 37/100 Dollars (\$48,459.37)

As owner of record of the properties described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your respective properties.

The amount finally assessed on such property will be determined from the actual final project cost, and cannot exceed the proposed assessment shown above by more than 25% without additional authorization by petition or election.

You are hereby further notified that the County Commission of the County will meet on <u>Tuesday</u>. <u>December 10th</u>, <u>2013 at 9:30 a.m. in the Boone County Commission Chambers</u>, 801 East Walnut, Columbia, Missouri, for the purpose of considering the proposed improvements and assessments. The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 <u>alister@bcrsd.com</u>

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Wendy S. Noren County Clerk, Boone County, Missouri

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Phenora North Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot Fourteen (14) as shown by the Plat thereof recorded in Plat Book 8 Page 30 Boone County Records

Assessor Tax Parcel Number: 11-616-24-01-003.00

Property Owner(s): CABB Investments, LLC

Description of Property: Lat Seventeen (17) as shown by the Dist thereof read

Description of Property: Lot Seventeen (17) as shown by the Plat thereof recorded in Plat Book 8 Page 30 Boone County Records

Assessor Tax Parcel Number: 11-616-24-01-024.00

Property Owner(s): CABB Investments, LLC

PROPOSED ASSESSMENT: Twenty Seven Thousand Six Hundred Ninety One and 07/100 Dollars (\$27,691.07) *****

As owner of record of the properties described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your respective properties.

The amount finally assessed on such property will be determined from the actual final project cost, and cannot exceed the proposed assessment shown above by more than 25% without additional authorization by petition or election.

You are hereby further notified that the County Commission of the County will meet on <u>Tuesday</u>. <u>December 10th</u>, 2013 at 9:30 a.m. in the Boone County Commission Chambers, 801 East Walnut, Columbia, Missouri, for the purpose of considering the proposed improvements and assessments. The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com

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Wendy S. Noren County Clerk, Boone County, Missouri

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801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Phenora North Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot 16 Phenora Subdivision according to the Plat thereof recorded in Plat Book 8 Page 30 of the Boone County Records.

Assessor Tax Parcel Number: 11-616-24-01-001.00

Property Owner(s): Robert N. Simms and Christine W. Simms

PROPOSED ASSESSMENT: Twenty Seven Thousand Six Hundred Ninety One and 07/100 Dollars (\$27,691.07)

As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

The amount finally assessed on such property will be determined from the actual final project cost, and cannot exceed the proposed assessment shown above by more than 25% without additional authorization by petition or election.

You are hereby further notified that the County Commission of the County will meet on <u>Tuesday</u>. <u>December 10th, 2013 at 9:30 a.m. in the Boone County Commission Chambers</u>, 801 East Walnut, Columbia, Missouri, for the purpose of considering the proposed improvements and assessments.

The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com

S. Nover my

County Clerk, Boone County, Missouri

10.14

On this 10 day of <u>December</u> 2013 before me personally appeared Dan Atwill, Karen M. Miller and Janet Thompson, who after being duly sworn upon their oath did state, affirm and acknowledge that they are the duly elected County Commissioners of the County of Boone, a political Subdivision in the State of Missouri, that they executed the within instrument on behalf of said County as their free act and deed pursuant to the authority vested in them to execute said instrument on behalf of said County as authorized by law and they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at my office in β_{0005} Courry, the day and year last above written.

Michael Jaguesto Notary Public

MICHAEL YAQUINTO Notary Public - Notary Seal State of Missouri County of Boone My Commission Expires September 9, 2017 Commission #13524500

My Commission expires: <u>9-9-17</u>

540-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	December Se	December Session of the October Adjourned				
County of Boone						
In the County Commission of said county	, on the	10th	day of	December	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve an order ordering the project, Bolli Road Sanitary Sewer Neighborhood Improvement District Improvements to be made and authorizing the County Commission of Boone County, Missouri, to obtain financing, reimburse itself and record with Recorder of Deeds.

WHEREAS, pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the County Commission of Boone County, Missouri has heretofore determined that Bolli Road Sanitary Sewer Neighborhood Improvement District Project to be advisable and ordered plans and specifications for the Project to be prepared by Commission Order 540-2013; and

WHEREAS, plans and specifications for said Project, including the estimated cost, were submitted to the County Commission, an assessment roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed improvements and assessments:

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI:

Section 1. The conceptual plans for the Bolli Road Sanitary Sewer Neighborhood Improvement District Project, providing for an estimated cost of \$199,046 will be assessed against property benefited by the improvements, are hereby determined to be final and complete and the engineering and improvements described therein are ordered to be made.

Section 2. The County of Boone expects to make expenditures on and after the date of passage of this Order in connection with the Project, and the County of Boone intends to reimburse itself for such expenditures with the proceeds of notes or bonds of the County of Boone. The maximum principal amount of notes or bonds expected to be issued for the Project is \$248,807.

Section 3. The County of Boone hereby authorizes the Treasurer to issue temporary notes pursuant to the Act to finance the costs of the Project until the Project is completed and final costs are determined for the purpose of making assessments against the owners of property within the district.

Section 4. This Order and the proposed assessment roll for the Project, a copy of which is attached hereto as **Exhibit A**, is ordered and directed to be filed by the Clerk of Boone County, in the real estate records of the Recorder of Deeds of Boone County, Missouri.

Section 5. This Order shall be in full force and effect from and after its passage.

CERTIFIED COPY OF ORDER

540-2013

STATE OF MISSOURI

County of Boone

In the County Commission of said county, on the

20

Term. 20

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

Done this 10th day of December, 2013.

ea.

ATTEST: Wu Wendy S/Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

Notice of Hearing Bolli Road Sanitary Sewer Neighborhood Improvement District

Boone County, Missouri: Notice is hereby given that a public hearing will be held on Tuesday, December 10, 2013, at 9:30 a.m. in the Boone County Commission Chambers, 801 E. Walnut, Columbia, MO, for the purpose of considering the improvements herein described.

- 1. Project Name: Bolli Road Sanitary Sewer Neighborhood Improvement District
- 2. General Nature of Improvements: The construction of a publicly maintained sewage collection system and connection to an existing publicly maintained collection system to be owned and operated by the Boone County Regional Sewer District.
- 3. The estimated cost of the project is **\$199,046.00**. All of the Project cost will be assessed against the owners of property within the District. The final cost of the Project to be assessed against owners of property within the District shall not exceed the estimated cost by more than 25%.
- 4. The boundaries of the Neighborhood Improvement District to be assessed for the Project are:

Lot One (1) of BOLLI SUBDIVISION as shown by plat recorded in Plat Book 11, Page 204, Records of Boone County, Missouri, and located in the Northwest Ouarter (NW 1/4) of Section 1, Township 48 North, Range 14 West, Boone County, Missouri, AND LOT TWO (2) OF BOLLI SUBDIVISION IN BOONE COUNTY, MISSOURI AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 204, RECORDS OF BOONE COUNTY, MISSOURI, AND Lot Three (3) of BOLLI SUBDIVISION as shown by the Plat recorded in Plat Book 11, Page 204, Records of Boone County, Missouri. AND Lot Five (5) of Bolli Subdivision in Boone County, Missouri as shown by the plat thereof recorded in Plat Book 11, Page 204, Records of Boone County, Missouri. AND Lot Three (3) of Bolli Acres as shown by the plat recorded in Plat Book 13, Page 33, Records of Boone County, Missouri. Excepting there from that part thereof previously conveyed by Warranty Deed Recorded in Book 914, Page 686 and as shown by Survey Recorded in Book 909, Page 943, Records of Boone County, Missouri. AND Lot Two (2) of BOLLI ACRES as shown by the plat recorded in Plat Book 13, Page 33, Records of Boone County, Missouri; and, A tract of land located in the Northwest Quarter (NW 1/4) of Section 1, Township 48 North, Range 14 West, being part of Lot One (1) of BOLLI ACRES as shown by the plat recorded in Plat Book 13, Page 33, Records of Boone County, Missouri, and more particularly described as follows: Beginning at the Southeast Corner of said Lot One (1) of said BOLLI ACRES; thence with the South line of said Lot 1, N 47 degrees 15' W, 220.7 feet to the Southwest Corner of said Lot 1; thence South 6 degrees 08' E, 118.0 feet to the point of beginning. AND Lot Eight (8) of BOLLI SUBDIVISION, located in the Northwest Quarter NW (1/4) of Section 1, Township 48 North, Range 14 West, as shown by the plat recorded in Plat Book 11, Page 263, Records of Boone County, Missouri. AND Lot Nine (9) of Replat of Lots Six (6) and Seven (7) of BOLLI SUBDIVISION, recorded in Plat Book 11, Page 263, Boone County, Misouri Records; AND a tract of land in Section 1, Township 48 North, Range 14 West, Boone County, Missouri being part of Lot Ten (10) of the replat of Lots 6 and 7 of BOLLI SUBDIVISION recorded in Plat Book 11, Page 263, of the Boone County Records more particularly described as follows; Beginning at the Southeast Corner of Lot 10; thence with the South Line of said Lot 10, S83deg.57'00" W, 80.20 feet; thence leaving said South line N6deg.03'00"W, 13.00 feet; thence N83deg.57'00"E, 80.20 feet to a point on the East line of said Lot 10, said point being N6deg.03'00"W, 13.00 feet from the Southeast corner of said Lot 10; thence with the East line of said Lot 10, South 6 deg.03' 00"E, 13.00 feet to the point of beginning and containg 0.02 acres, more or less. AND Lot Ten (10) of a Replat of Lots 6 & 7 Bolli Subdivision as shown by the plat recorded in Plat Book 11, Page 263, Records of Boone County, Missouri. Excepting therefrom that portion conveyed to Debra Kim Buchstaber by an instrument recorded in Book 973, Page 542, Records of Boone County, Missouri. AND Lot Eleven (11) of the Replat of Lots 6 & 7 Bolli

Subdivision as shown by the Plat recorded in Plat Book 11, Page 263, Records of Boone County, Missouri.

5. Method of Assessment: The special assessments will be assessed in substantially equal annual installments over a period of twenty (20) years. The special assessments shall be a lien on the property against which they are assessed to the same extent as a tax upon real property. Upon foreclosure of any such lien, the entire unpaid amount of the assessment on that property plus interest will become due and payable and will be recoverable in the foreclosure proceeding.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT THE HEARING

Wendy S. Noren County Clerk Boone County, Missouri



To: Boone County Commission From: Andy Lister, Sewer NID Coordinator Re: Bolli Road Sanitary Sewer NID Public Hearing

December 10, 2013

On May 16, 2013, The Boone County Regional Sewer District held a meeting with Bolli Road property owners to discuss forming a Neighborhood Improvement District (NID) for sanitary sewer improvements. The meeting was well attended. At that meeting, the Sewer District presented a petition to form the NID which was circulated by the neighborhood. The petitions were returned with signatures.

Eight of the Ten owners signed the petition representing 81% of the land in the proposed NID. The petition was returned with signatures and submitted to the Boone County Clerk.

On July 30th, 2013, the Commission formed the Bolli Road NID.

Notice of today's Public Hearing was published in the newspaper and individual notices were mailed to all property owners within the NID.

If, after this public hearing, the Commission wishes to proceed with this NID project, an order with suggested wording is in your packet.

I am happy to answer any questions you may have.

Respectfully submitted,

Andy Lister Project Manager

EXHIBIT A (1)

¥	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY ST ZIP	LEGAL1		oposec essme
1 15	5-307-01-02-001.00	MOREAU	LEIGH M	MOREAU	PATRICIA A	2341 N. BOLLI ROAD	COLUMBIA, MO 65202-8738	LOT ONE (1) OF BOLLI SUBDIVISION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 11, PAGE 204, RECORDS OF BOONE COUNTY, MISSOURI, AND LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 14 WEST, BOONE COUNTY, MISSOURI.	\$	19,904
2 1	5-307-01-02-002.00	BOYD	TIMOTHY S			2331 N. BOLLI ROAD	COLUMBIA, MO 65202-8738	LOT TWO (2) OF BOLLI SUBDIVISION IN BOONE COUNTY, MISSOURI AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 204, RECORDS OF BOONE COUNTY, MISSOURI	\$	19,90
3 1!	5-307-01-02-003.00	HARDT	HERMAN	HARDT	ELIZABETH ANN	750 E. FRIENDSHIP CHURCH RD	HALLSVILLE, MO 65255	LOT THREE (3) OF BOLLI SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 204, RECORDS OF BOONE COUNTY, MISSOURI.	\$	19,90
4 1	5-307-01-02-005.00	DUNCAN	AARON B	DUNCAN	RONA B	1507 COUNTY ROAD 409	HARRISBURG, MO 65256	LOT FIVE (5) OF BOLLI SUBDIVISION IN BOONE COUNTY, MISSOURI AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 204, RECORDS OF BOONE COUNTY, MISSOURI.	\$	19,90
								LOT THREE (3) OF BOLLI ACRES AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 13, PAGE 33, RECORDS OF BOONE COUNTY, MISSOURI. EXCEPTING THERE FROM THAT PART THEREOF PREVIOUSLY CONVEYED BY WARRANTY DEED RECORDED IN BOOK 914, PAGE 686 AND AS SHOWN BY SURVEY RECORDED IN BOOK 909, PAGE 943, RECORDS OF BOONE COUNTY, MISSOURI.		
	15-307-01-06-002.00	KEMP	JOHN R	KEMP	TAMERA L	2151 N. BOLLI ROAD	COLUMBIA, MO 65202	LOT TWO (2) OF BOLLI ACRES AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 13, PAGE 33, RECORDS OF BOONE COUNTY, MISSOURI; AND, A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 14 WEST, BEING PART OF LOT ONE (1) OF BOLLI ACRES AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 13, PAGE 33, RECORDS OF BOONE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE (1) OF SAID BOLLI ACRES; THENCE WITH THE SOUTH LINE OF SAID LOT 1, N 47 DEGREES 15' W, 220.7 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 6 DEGREES 08' E, 118.0 FEET TO THE POINT OF BEGINNING.		<u>19,90</u>
Б	T2-201-0T-00-005'00			NLIVIT'				LOT EIGHT (8) OF BOLLI SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER NW (1/4) OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 14 WEST, AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 263, RECORDS OF BOONE COUNTY,		
		DUNCAN	DAVID L.	DUNCAN	LORETTA	2300 N. BOLLI ROAD	COLUMBIA, MO 65202-9553	MISSOURI.	5	19,9

EXHIBITA(2)

· · · · · · · · · · · · · · · · · · ·									
							LOT NINE (9) OF REPLAT OF LOTS SIX (6) AND SEVEN (7) OF BOLLI SUBDIVISION, RECORDED IN PLAT BOOK 11, PAGE 263, BOONE COUNTY, MISOURI RECORDS; AND A TRACT OF LAND IN SECTION 1, TOWNSHIP 48 NORTH, RANGE 14 WEST, BOONE COUNTY, MISSOURI BEING PART OF LOT TEN (10) OF THE REPLAT OF LOTS 6 AND 7 OF BOLLI SUBDIVISION RECORDED IN PLAT BOOK 11, PAGE 263, OF THE BOONE COUNTY RECORDS MORE PARTICULARLLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 10; THENCE WITH THE SOUTH LINE OF SAID LOT 10, S83DEG.57'00" W, 80.20 FEET; THENCE LEAVING SAID SOUTH LINE N6DEG.03'00"W, 13.00 FEET; THENCE N83DEG.57'00"E, 80.20 FEET TO A POINT ON THE EAST LINE OF SAID LOT 10, SAID POINT BEING N6DEG.03'00"W, 13.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WITH THE EAST LINE OF SAID		
8 15-307-01-02-007.00	MURDOCK	CURTIS		i i	2310 N. BOLLI ROAD	COLUMBIA, MO 65202-9553	LOT 10, SOUTH 6 DEG.03' 00"E, 13.00 FEET TO THE POINT OF	è	10 004 60
9 15-307-01-02-008.00	MUESSIG	BONNIE S				COLUMBIA, MO 65202-9553	BEGINNING AND CONTAING 0.02 ACRES, MORE OR LESS. LOT TEN (10) OF A REPLAT OF LOTS 6 & 7 BOLLI SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 263, RECORDS OF BOONE COUNTY, MISSOURI. EXCEPTING THEREFROM THAT PORTION CONVEYED TO DEBRA KIM BUCHSTABER BY AN INSTRUMENT RECORDED IN BOOK 973, PAGE 542, RECORDS OF BOONE COUNTY, MISSOURI.		<u>19,904.60</u> <u>19,904.60</u>
10 15-307-01-02-009.00	PRACH	SOPHIN	PRACH	CHANNARY BENN	2330 N. BOLLI ROAD	COLUMBIA, MO 65202-9553	LOT ELEVEN (11) OF THE REPLAT OF LOTS 6 & 7 BOLLI SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 263, RECORDS OF BOONE COUNTY, MISSOURI.	\$	19,904.60

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot One (1) of BOLLI SUBDIVISION as shown by plat recorded in Plat Book 11, Page 204, Records of Boone County, Missouri, and located in the Northwest Quarter (NW 1/4) of Section 1, Township 48 North, Range 14 West, Boone County, Missouri.

Assessor Tax Parcel Number: 15-307-01-02-001.00

Property Owner(s): Leigh M Moreau and Patricia A Moreau

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

The amount finally assessed on such property will be determined from the actual final project cost, and cannot exceed the proposed assessment shown above by more than 25% without additional authorization by petition or election.

You are hereby further notified that the County Commission of the County will meet on <u>Tuesday</u>. <u>December 10th, 2013 at 9:30 a.m. in the Boone County Commission Chambers</u>, 801 East Walnut, Columbia, Missouri, for the purpose of considering the proposed improvements and assessments.

The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com

Noven my

County Clerk, Boone County, Missouri

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: LOT TWO (2) OF BOLLI SUBDIVISION IN BOONE COUNTY, MISSOURI AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 204, RECORDS OF BOONE COUNTY, MISSOURI

Assessor Tax Parcel Number: 15-307-01-02-002.00

Property Owner(s): Timothy S Boyd

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

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If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 <u>alister@bcrsd.com</u>

County Clerk, Boone County, Missouri

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot Three (3) of BOLLI SUBDIVISION as shown by the Plat recorded in Plat Book 11, Page 204, Records of Boone County, Missouri.

Assessor Tax Parcel Number: 15-307-01-02-003.00

Property Owner(s): Herman Hardt and Elizabeth Ann Hardt

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

The amount finally assessed on such property will be determined from the actual final project cost, and cannot exceed the proposed assessment shown above by more than 25% without additional authorization by petition or election.

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WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com Wender S. Noren Wender S. Noren

Wendy S. Noren County Clerk, Boone County, Missouri

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801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot Five (5) of Bolli Subdivision in Boone County, Missouri as shown by the plat thereof recorded in Plat Book 11, Page 204, Records of Boone County, Missouri.

Assessor Tax Parcel Number: 15-307-01-02-005.00

Property Owner(s): Aaron B Duncan and Rona B Duncan

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

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WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com

Wendy S. Noren 'County Clerk', Boone County, Missouri

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot Three (3) of Bolli Acres as shown by the plat recorded in Plat Book 13, Page 33, Records of Boone County, Missouri. Excepting there from that part thereof previously conveyed by Warranty Deed Recorded in Book 914, Page 686 and as shown by Survey Recorded in Book 909, Page 943, Records of Boone County, Missouri.

Assessor Tax Parcel Number: 15-307-01-06-003.00

Property Owner(s): Jonita Dulle

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

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The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 <u>alister@bcrsd.com</u>

Noren

County Clerk, Boone County, Missouri

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot Two (2) of BOLLI ACRES as shown by the plat recorded in Plat Book 13, Page 33, Records of Boone County, Missouri; and, A tract of land located in the Northwest Quarter (NW 1/4) of Section 1, Township 48 North, Range 14 West, being part of Lot One (1) of BOLLI ACRES as shown by the plat recorded in Plat Book 13, Page 33, Records of Boone County, Missouri, and more particularly described as follows: Beginning at the Southeast Corner of said Lot One (1) of said BOLLI ACRES; thence with the South line of said Lot 1, N 47 degrees 15' W, 220.7 feet to the Southwest Corner of said Lot 1; thence South 6 degrees 08' E, 118.0 feet to the point of beginning. Assessor Tax Parcel Number: 15-307-01-06-002.00

Property Owner(s): John R Kemp and Tamera L Kemp

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

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The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

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If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com

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Gounty Clerk, Boone County, Missouri

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot Eight (8) of BOLLI SUBDIVISION, located in the Northwest Quarter NW (1/4) of Section 1, Township 48 North, Range 14 West, as shown by the plat recorded in Plat Book 11, Page 263, Records of Boone County, Missouri.

Assessor Tax Parcel Number: 15-307-01-02-006.00

Property Owner(s): David L. Duncan and Loretta Duncan

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

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The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 <u>alister@bcrsd.com</u>

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County Clerk, Boone County, Missouri

WENDY S. NOREN BOONE COUNTY CLERK 801 East Walnut, Room 236

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Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot Nine (9) of Replat of Lots Six (6) and Seven (7) of BOLLI SUBDIVISION, recorded in Plat Book 11, Page 263, Boone County, Misouri Records; AND a tract of land in Section 1, Township 48 North, Range 14 West, Boone County, Missouri being part of Lot Ten (10) of the replat of Lots 6 and 7 of BOLLI SUBDIVISION recorded in Plat Book 11, Page 263, of the Boone County Records more particularly described as follows; Beginning at the Southeast Corner of Lot 10; thence with the South Line of said Lot 10, S83deg.57'00" W, 80.20 feet; thence leaving said South line N6deg.03'00"W, 13.00 feet from the Southeast corner of said Lot 10, said point being N6deg.03'00"W, 13.00 feet from the Southeast corner of said Lot 10; thence with the East line of said Lot 10, S0uth 6 deg.03' 00"E, 13.00 feet to the point of beginning and containg 0.02 acres, more or less. Assessor Tax Parcel Number: 15-307-01-02-007.00

Property Owner(s): Curtis Murdock

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

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The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

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WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com

Wendy S. Noren

County Clerk, Boone County, Missouri

801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot Ten (10) of a Replat of Lots 6 & 7 Bolli Subdivision as shown by the plat recorded in Plat Book 11, Page 263, Records of Boone County, Missouri. Excepting therefrom that portion conveyed to Debra Kim Buchstaber by an instrument recorded in Book 973, Page 542, Records of Boone County, Missouri.

Assessor Tax Parcel Number: 15-307-01-02-008.00 Property Owner(s): Bonnie S Muessig

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

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The proposed Assessment Roll for the above said improvements and the preliminary plans and estimated costs thereof are on file in my office for public inspection.

WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

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If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com

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County Clerk, Boone County, Missouri

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801 East Walnut, Room 236 Columbia, Missouri 65201

NOTICE OF HEARING AND STATEMENT OF COST PROPOSED TO BE ASSESSED

December 10th, 2013 at 9:30 a.m. Bolli Road Sanitary Sewer Neighborhood Improvement District Boone County, Missouri

Description of Property: Lot Eleven (11) of the Replat of Lots 6 & 7 Bolli Subdivision as shown by the Plat recorded in Plat Book 11, Page 263, Records of Boone County, Missouri.

Assessor Tax Parcel Number: 15-307-01-02-009.00

Property Owner(s): Sophin Prach and Channary Benn Prach

PROPOSED ASSESSMENT Nineteen Thousand Nine Hundred Four and 60/100 Dollars (\$19,904.60) As owner of record of the property described above in the Neighborhood Improvement District established in Boone County, Missouri, for the above-named Project, you are hereby notified that the portion of the cost of the Project shown above is proposed to be assessed against your property.

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WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID HEARING.

If you have any questions, please call or write to:

Andy Lister Project Manager Boone County Regional Sewer District 1314 N. Seventh Street Columbia MO 65201 Tel: 573-441-0210 alister@bcrsd.com

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County Clerk, Boone County, Missouri

On this 0 day of 0, 20, 3 before me personally appeared Dan Atwill, Karen M. Miller and Janet Thompson, who after being duly sworn upon their oath did state, affirm and acknowledge that they are the duly elected County Commissioners of the County of Boone, a political Subdivision in the State of Missouri, that they executed the within instrument on behalf of said County as their free act and deed pursuant to the authority vested in them to execute said instrument on behalf of said County as authorized by law and they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at my office in BOODE COULT, the day and year last above written.

Notary Public

MICHAEL YAQUINTO Notary Public - Notary Seal State of Missouri County of Boone My Commission Expires September 9, 2017 Commission #13524500

My Commission expires: 9-9-17

541-2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	December Session of the October Adjourned					13
County of Boone						
In the County Commission of said county, o	on the	10th	day of	December	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number One to 09-08MAR12 – Road Fog Seal Term & Supply. The terms of this amendment are stipulated in the attached Contract Amendment Number One. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 10th day of December, 2013.

ATTEST: Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Mr.

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

Boone County Purchasing

Amy Robbins Director



613 E. Ash Street, Room 109 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

MEMORANDUM

TO:	Boone County Commission
FROM:	Amy Robbins
DATE:	November 26, 2013
RE:	Contract Amendment Number One to 09-08MAR12 - Road Fog Seal
	Term & Supply

Contract 09-08MAR12 – Road Fog Seal Term & Supply was approved in commission on April 12, 2012 on commission order 191-2012. The attached amendment adds a stipulation that the Contractor must provide a Payment bond on any mobilization that is anticipated to exceed \$25,000.

cc: Contract File Stan Shawver Derin Campbell Dan Haid

Commission Order: 541-2013

CONTRACT AMENDMENT NUMBER ONE PURCHASE AGREEMENT FOR ROAD FOG SEAL TERM & SUPPLY

The Agreement 09-08MAR13 dated April 12, 2012 made by and between Boone County, Missouri and Christensen Construction Company for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. PAYMENT BOND – Contractor shall provide the County with a Payment Bond in a form acceptable to County whenever the work associated with a mobilization under this Contract is projected to exceed \$25,000.00. Contractor shall provide the Payment Bond within thirty (30) days of the request by County. A sample Payment Bond is attached hereto and incorporated herein by reference.

2. PRICING - Prices shall be as indicated on the Response Form and per specifications, along with an appropriate percentage of the entire anticipated project cost for the procurement of a Payment Bond by Contractor, when appropriate. 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.

3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendment Number One shall remain in full force and effect.

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

CHRISTENSEN CONSTRUCTION COMPANY

by Rob Christensen

title <u>Owne</u>

APPROVED AS TO FORM: County Counselor

BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

ATTEST: 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.) 12/2/132041/71202Term & Supply.DateNo Encumbrance RegeneralDateAppropriation Account e E. Titchford énature

Commission Order: 541-2013

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

s Principal, hereinafter called Contractor, and	
Corporation, organized under the laws of the State of	
nd authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are eld and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use enefit of claimants as herein defined, in the amount of	and
Dollars	,
), for the payment whereof Contractor and Surety bind themselves, their heirs,	
xecutors, administrators, successors, and assigns jointly and severally, firmly by these presents:	
/HEREAS, Contractor has, by written agreement datedentered int	0
Contract with Owner for:	
Project Name:	
roject No.:	

in accordance with specifications and/or plans prepared by the County of Boone which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by

Commission Order: 541 - 2013

registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

	,on this	day of	,20	
CONTRACTOR:			(Seal)	
BY:				
SURETY COMPA	ANY			
BY:				
BY:	(Attorney-in-l	Fact)		
	(Missouri Rep	presentative)		

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name:	 Phone Number:	
Address:		

542 -2013

CERTIFIED COPY OF ORDER

ea.	December Session of the October Adjourned				
County of Boone					
In the County Commission of said county, on the	10th	day of	December	20	13

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

Now on this day the County Commission of the County of Boone does hereby award bid 46-08NOV13 – Elevator Maintenance Term and Supply to Schindler Elevator Corporation of St. Louis, MO. The terms of the agreement are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 10th day of December, 2013.

ATTEST: ender S. N Wendy S. Noreh

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

Boone County Purchasing

Amy Robbins Senior Buyer



613 E. Ash Street, Room 109 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

MEMORANDUM

TO:	Boone County Commission
FROM:	Amy Robbins, Senior Buyer
DATE:	December 2, 2013
RE:	46-08NOV13 – Elevator Maintenance Term and Supply

46-08NOV13 – Elevator Maintenance Term and Supply opened on November 8, 2013. Three bids were received and Facilities Maintenance recommends award by low bid to **Schindler Elevator Corporation** of St. Louis, MO.

This is a term and supply contract and invoices will be paid from department 6100– Facilities & Grounds Mtce, account 71100 – Outside Services.

ATT: Bid Tabulation

cc: Bob Davidson, Facilities Maintenance Jody Moore, Facilities Maintenance Bid File

46-08NOV13 - Elevator Maintenance - Term and Supply

Bid Tabulation

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.	Schindler Elevator Corp. (Columbia, MO)	Thyssen Krupp Elevator (Ozark, MO)	Otis Elevator Company (Brentwood, MO)
	Elevators Owned by Boone County	Firm, Fixed Price Per Ouarter	Firm, Fixed Price Per Ouarter	Firm, Fixed Price Per Ouarter
	Boone County Courthouse, 705 East Walnut		Ouarter	
	Qty. (1) Schindler Hydraulic Passenger Elevators			
4.8.1.	Serial Number: HG 82700 - Manufactured 10/28/91	354.00	424.00	600.00
	Boone County Courthouse, 705 East Walnut			
	Qty. (1) Schindler Hydraulic Passenger Elevators			
4.8.2.	West Car #B43B1F Serial Number: HG 82701 - Manufactured 10/28/91	354.00	424.00	600.00
	Boone County Courthouse, 705 East Walnut			
	Qty. (1) Schindler Hydraulic Passenger Elevators			
4.8.3.	East Car #B43B1F-3 Serial Number: HG 82701 -Manufactured 10/28/91	354.00	424.00	600.00
	Boone County Government Center, 801 East Walnut			
	Qty (1) Dover Oildraulic Passenger Elevator			
4.8.4.	Serial Number: EE 5153 - Manufactured 4/6/95	354.00	424.00	600.00
	Boone County Johnson Building, 601 East Walnut			
	Qty. (1) Dover Oildraulic Passenger Elevator			
4.8.5.	Serial Number: EF1971 - Manufactured 4/6/95	354.00	424.00	600.00
	Totals:	\$1,770.00	\$2,120.00	\$3,000.00
4.8.6.	Flat Hourly rate for emergencies per section 2.3.3.5.	\$195.00	\$300.00	\$320.00
	Do you have the capability to maintain elevator security systems per			
4.9	section 2.3.3.6.? (Yes or NO)	Yes	Yes	Yes
4.10.1	Maximum % Increase 2nd Contract Period:	3%	3%	3%
4.10.2	Maximum % Increase 3rd Contract Period:	4%	3%	3%

<u>No Bid</u>

PURCHASE AGREEMENT FOR ELEVATOR MAINTENANCE TERM AND SUPPLY

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 46-08NOV13, 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 November 6, 2013 and executed by Brett McCay 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, this Purchase Agreement, 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, 2014 and extend through December 31, 2014, 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 correct monthly statement 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. Force Majeure – Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

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.

SCHIN	DLER ELEVATOR CORPORATION
by £	attou 1
title <u>b</u>	ustriet Manager
address	1926 Innerbelt Basians Center Dr.
	St. Louis, MO 63114

BOONE COUNTY, MISSOURI

Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:
~ 100
(at the course
County Counselor)

ATTEST: Wender S. N	oren
Wendy S. Noren, CountyClerk	ney

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.)

6100/71100 Term/Supply No Encumbrance Required ature bur and 12/3/13 Date ature

An Affirmative Action/Equal Opportunity Institution

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine or e-mail will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

CORD CERTIFICATE OF LIABILITY INSURANCE Page 1 of 1

DATE (MM/DD/YYYY) 11/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies)must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in ileu of such endorsement(s).

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. F. O. Box 305191 Naghville. TN 37230-5191	CONTACT NAME:		
	Willis of New York, Inc. c/o 26 Century Blvd. P. G. Box 305191 Nashville, TN 37230-5191	PHONE (AC.NO. EXT): 877-945-7378 (AC.NO): 888-46	7-2378
		E-MAIL ADDRESS: Certificates@willis.com	
		INSURER(S)AFFORDING COVERAGE	NAIC#
		INSURERA: Zurich American Insurance Company	16535-003
INSURED	Schindler Elevator Corporation P.O. Box 1935 20 Whippany Road Morristown, NJ 07962-1935	(NSURER B: American Zurich Insurance Company	40142-001
		INSURER C:	
		INSURER D:	
		INGURER E:	
	1	INSURER F:	

COVERAGES

REVISION NUMBER:See Remarks

CERTIFICATE NUMBER: 20738366 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADD'L	SUBI WVD	POLICY NUMBER	POLICY EFP (MM/DD/YYYY)	POLICY EXP	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X CONTractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: PRO- LICCY			GL0644543523	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TORENTED \$ 1,000,000 PREMISES (Ex converse) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS AUTOS X HIRED AUTOS X NON-OWNED			BAP644543623	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Es accident) \$ 5,000,000 BODILY INJURY(Per person) \$ BCDILY INJURY(Per person) \$ BCDILY INJURY(Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB GLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE N OF FICER/MEMBER EXCLUDED? (Mandatory in Hel) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC644543824 WC666818722	1/1/2013 1/1/2013	1/1/2014 1/1/2014	X WCSTATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - FA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedule, If inore space is required) THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 12/11/2012 WITH ID: 18994619

SEC5911 - CONT# 42-15276

For service maintenance at Boone County Courthouse, located at 705 E Walnut St, Columbia, MO, at Boone County Government Center, located at 801 E Walnut St, Columbia, MO 65201 and at Boone County Johnson Bldg, located at 601 E Walnut St, Columbia, MO 65201 (OCP9823007)

CERT	IFICA	re holi	DER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

County of Boone 613 E Ash Columbia, MO 65201 AUTHORIZED REPRESENTATIVE

Coll:4275825 Tpl:1555075 Cert:20738366 © 1988-2010 ACORD CORPORATION. All rights reserved.

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		DEC	LARATIONS	
				DIVISION: 5911
				CONTRACT#: 42-15276
				NEG#:
			ORIGINAL	EFFECTIVE DATE: 11/26/2013
Policy Number	Policy	Period	POLICY CA	NCELLATION DATE:
	From	to		
OCP 9823007	11/26/2013	01/01/2014	Insurance Comp	-
			Zurich-American Insurance	• •
Named Insured and Mailin	a Address		American Guarantee and L Producer	Liability Insurance Company
	<u>A /50010200</u>		WILLIS OF NEW YORK, INC.	
County of Boone			200 LIBERTY PLAZA, ONE WORL	D FINANCIAL CENTER
613 E Ash Columbia, MO 65201			NEW YORK, NY 10281	
The Policy Period begins an shall be made:	d ends on the dates	stated above at 12:01	A.M. Standard Time at your mailing addr	ess as stated above. Premium Aud
IN RETURN FOR THE PAY INSURANCE AS STATED II		M, AND SUBJECT TO A	ALL THE TERMS OF THIS POLICY, WE	AGREE WITH YOU TO PROVIDE
DESIGNATION OF CONTR. Designation of Contractor an				
SCHINDLER ELEVATOR O P.O. BOX 1935 20 WHIPPANY ROAD MORRISTOWN, NEW JERS				
JOB/LOCATION OF COVER For service maintenance at I Walnut SI, Columbia, MO, at at 801 E Walnut St, Columbi Bidg, located at 601 E Walnu	Boone County Court Boone County Gov a, MO 65201 and at	house, located at 705 E ernment Center, locate Boone County Johnson	d	
LIMITS OF INSURANCE:	Aggregate Li Each Occum		<u>000.000.00</u>	
BUSINESS DESCRIPTION				
Form of Business:				
Individual Organization (Other than	Joint Venture one Indicated abov	Parlnership 9)	Limiled Liability Company	Corporation
DESCRIPTION OF OPERAT	ION:			
PREMIUN	-		Rate per	
Classification 0	Code No.	Premium Basia	\$1,000 of Cost	Advance Premium
OWNERS AND CONTRACT				\$ INCL.
		GUNG(H) 1		
			Tax/Other (If applicable) Total Advance Premium	\$ \$ INCL.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY POLICY

DES Desig

JOB.

Premium shown is payable:	\$	at Inception: \$	1 ^{#1} Anr	iversery: \$	2 nd Anniversary: \$	
Audit Period (if applicable):	() Annually	() Semi-Annually	() Quarlerly	Tax/Other (If applicable) Total Advance Premium {) Monthly	\$ \$ INCL.	
OWNERS AND CONTRACT	FORS PROTECT				\$ INCL.	
Classification	Code No.	Premium I	Basis	\$1,000 of Cost	Advance Premium	
PREMIUM				Rate per		
DESCRIPTION OF OPERA	<u>TION:</u>					
Individual Organization (Other that	J Joint Venture n one Indicated a	bove)	hip L	Limited Liability Company	Corporatio	n

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Policy and made part of the policy at time of issue: CG 0009(07/96); IL 0021(11/65); U-PL-118-A - COMPLETE POLLUTION EXCLUSION; U-GL113-B CW (4/89) - ASBESTOS EXCLUSION; STATE CANCELLATION AMENDATORY

Countersigned this ______ day of _____ November 2013

Maney D. Muelles

Authorized Representative

ORIGINAL



Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regulations

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assels Control ("OFAC").

Please read this Notice carefully.

OFAC administers and enforces senctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- · Foreign agents;
- Front organizations;
- Terroriste;
- · Terrorist organizations; and
- Nercolics treffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site - <u>http://www.treasury.Qov/about/organizational-structure/offices/Paaes/Office-of-Forelan-Assets-Control.asox</u>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has Violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made wilhout authorization from OFAC. Other limitations on the premiums and payments also apply.

Includes copyrighted material of insurance Services Office, Inc., with its permission

U-OU-1041-A (March 2011) Page 1 of 1

County	of Boone	Purchasing Department
4.	Response Form	
4.1.	Company Name: Schindler Elevator Corp	
4.2.	Address: 1926 Innerbelt Business Center Drive	
4.3.	City/Zip: St. Lovis, MO 63114	
4.4.	Phone Number: 314.244.4137	
4.5.	Fax Number:	
4.6.	Email Address: chris. cerny@us.schindler.com	
4.7.	Federal Tax ID: 34-1270056	
4.7.1.	Corporation	
	 () Partnership - Name	
	() Other (Specify)	
4.8.	Pricing – The bidder must submit firm, fixed pricing per quarter f perform all maintenance and repairs identified in Section 2 of this	
	Elevators Owned by Boone County	Firm, Fixed Price Per Quarte
	Boone County Courthouse, 705 East Walnut	
4.8.1.	Qty. (1) Schindler Hydraulic Passenger Elevators Serial Number: HG 82700 - Manufactured 10/28/91	<u>\$ 354 °C</u>
	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators West Car #B43B1F Serial Number: HG 82701 - Manufactured 10/28/91	\$ <u>354.</u> **
	Boone County Courthouse, 705 East Walnut Qty. (1) Schindler Hydraulic Passenger Elevators	s 354.99
	East Car #B43B1F-3 Serial Number: HG 82701 -Manufactured 10/28/91 Boone County Government Center, 801 East Walnut	
4.8.4.	Qty (1) Dover Oildraulic Passenger Elevator Serial Number: EE 5153 - Manufactured 4/6/95 Boone County Johnson Building, 601 East Walnut	\$ 354.20
	Qty. (1) Dover Oildraulic Passenger Elevator Serial Number: EF1971 - Manufactured 4/6/95	\$ <u>354.°°</u> \$ <u>354.°°</u>
	Flat Hourly rate for emergencies per section 2.3.3.5.	\$ 195.99 /hour
	Circle One) Do you have the capability to maintain elevator security syste	
4.9.	VES NO	
4.10.	RENEWALS	
4.10.1. I	Maximum % Increase 2nd Contract Period: <u>3</u> %	
	Maximum % Increase 3rd Contract Period: 4 %	

.

4.11.	The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of
	this order.
4.11.1.	Authorized Representative (Sign By Hand):
4.11.2.	Type or Print Signed Name: Bleft McCay
4.11.3.	Today's Date: 11613
4.12.	Will you honor the submitted prices for purchase by other entities in Boone County who participate
	in cooperative purchasing with Boone County, Missouri?
	Yes No

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: Bob Davidson Telephone Number: 573.886.4401 Date of Contract: 1/1/11

Length of Contract: current; lyr w/ two one-year renewals

Description of Prior Services (include dates):

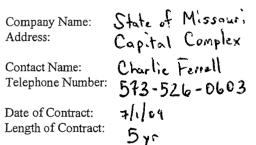
preventative maintenance and repair as noted above

2. Prior Services Performed for:

Company Name:	Boone Horpital Complex
Address:	1600 E. Broadway
Contact Name:	Gary Wilburn
Telephone Number:	573-815-8213
Date of Contract:	1/1/12
Length of Contract:	5yr w/ 5yr renewals

Description of Prior Services (include dates): Installation, Modernization, Preventative Maintenance, and repair as noted above

3. Prior Services Performed for:



Description of Prior Services (include dates):

Boone County Purchasing

Amy Robbins Senior Buyer



613 E. Ash Street, Room 109 Columbia, MO 65201 Phone:(573) 886-4392 Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bc e2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000047 18190aRCRD

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of St. Lavis) State of _ MO

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My name is <u>Brett McCay</u>. I am an authorized agent of <u>Schindler Elevator</u> <u>Corporation</u> (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Date Subscribed and sworn to before me this $\frac{64}{100}$ day of November, 2013 SOURI RES 12/2/2014 10118490

Attach to this form the *E-Verify Memorandum of Understanding* (or the first and last page) that you completed when enrolling that verifies proof of enrollment.





THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

<u>ARTICLE I</u>

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), <u>Schindler Elevator</u> (Employer), and <u>ADP</u> (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.





- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

<u>Schindler Elevator</u> (Employer) hereby designates and appoints <u>ADP</u> (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out <u>Schindler Elevator</u> (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

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www.dhs.gov/E-Verify





Approved by:

 Employer Schindler Elevator

 Kara Ekert
 IManager, Human Resources

 Name (Please type or Print)
 Title

 Designated Agent ADP.
 Date

 Name (Please Type or Print)
 Title

Title

Signature Department of Homeland Security – Verification Division

Name (Please Type of Print)

Signature

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www.dhs.gov/E-Verify

/erify 1.11 Company ID Number: 32855 Glient Company JD Number: 185874 Approved by: EmployerSchligher.Elevator all sing on a case - halfs at sight end elevine of the president of the Kara Ekert A Hanagen Human Resource Signature 12 to 13 23 Ð Namo Signal Ca B-Green-41 HILLE

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Page 1 of 1

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Information Required For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: Schindler Elevator

Company Facility Address: 20 Whippany Road

Morristown, NJ 07960

County or MORRIS Parish:

Employer Identification Number: <u>34/1270056</u>

North American Industry Classification 335 Systems

Code: ParentCompany:

Number of 5,000 to 9,999 Employees;

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www.dhs.gov/E-Verify

(Please complete and return with Contract)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

rett McCay Name and Title of uthorized Representative 116/13 Date Signature

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine or e-mail will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



Request for Bid (RFB)

Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201

Amy Robbins, Senior Buyer

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

Bid Data

Bid Number: 46-08NOV13 Commodity Title: Elevator Maintenance Term & Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Day / Date: Time: Location / Mail Address: Directions:	
	Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.
	Bid Opening
	FRIDAY, NOVEMBER 8, 2013
	1:30 P.M. C.S.T.
Location / Address:	,
	613 E. Ash Street
	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
	Exhibit A Prior Experience
	Instructions for Compliance with House Bill 1549
	Work Authorization Certification
	Individual Bidder Affidavit
	Certification of Individual Bidder
	Debarment Form
	Standard Terms and Conditions

County of Boone

- 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 (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: <u>www.showmeboone.com</u>

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, 2014 through December 31, 2014 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.

County of Boone

2. Primary Specification

- 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 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.
- 2.2.1. **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 subsystems 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 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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: arobbins@boonecountymo.org.
- 2.9. **DESIGNEE** Bob Davidson, Manager of Boone County Facilities Maintenance, 613 E. Ash Street, Room 107, 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 quarterly statement, 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, 613 E. Ash Street, Room 107, 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". 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.

SAM Search Results List of records matching your search for :				
Search Term : schindler* Record Status: <u>Active</u>				
ENTITY SCHINDLER ELEVATOR CORPORATION Status:A				
DUNS: 029128563 +4:	CAGE Code: 3LSR0 DoDAAC			
Has Active Exclusion?: No Address: W136N4863 CAMPBELL DR STE 8	Delinquent Federal Debt?: No			
City: MENOMONEE FALLS ZIP Code: 53051-7072	State/Province: WISCONSIN Country: UNITED STATES			
ENTITY SCHINDLER ELEVATOR CORF	PORATION	Status:Active		
DUNS: 098439961 +4:	CAGE Code: 3QYH0 DoDAAC:			
Has Active Exclusion?: No	Delinquent Federal Debt?: No			
Address: 230 BILMAR DR City: PITTSBURGH ZIP Code: 15205-4601	State/Province: PENNSYLVANIA Country: UNITED STATES			
ENTITY SCHINDLER ELEVATOR CORPORATION Status:Active				
DUNS: 150092281 +4:	CAGE Code: 465W6 DoDAAC:			
Has Active Exclusion?: No	Delinquent Federal Debt?: No	, I		
Address: 16450 FOOTHILL BLVD STE 200 City: SYLMAR ZIP Code: 91342-1088	State/Province: CALIFORNIA Country: UNITED STATES			
ENTITY SCHINDLER ELEVATOR CORPORATION Status:Activ				
DUNS: 132057154 +4:	CAGE Code: 4R8E9 DoDAAC:			
Has Active Exclusion?: No Address: 28451 SCHOOLCRAFT RD BLDG 5	Delinquent Federal Debt?: No			
City: LIVONIA ZIP Code: 48150-2238	State/Province: MICHIGAN Country: UNITED STATES			
ENTITY SCHINDLER ELEVATOR CORPORATION Status: Active				
DUNS: 858735517 +4:	CAGE Code: 3XPJ1 DoDAAC:			
Has Active Exclusion?: No Address: 2208 CONTRACTORS WAY	Delinquent Federal Debt?: No			
City: FORT WAYNE ZIP Code: 46818-1721	State/Province: INDIANA Country: UNITED STATES			

ENTITY SCHINDLER ELEVATOR CORPORATION Status: Active			
DUNS: 555640619 +4:	CAGE Code: 5BZA4 DoDAA	C:	
Has Active Exclusion?: No Address: 18013 CLEVELAND PKWY DR STE 140	Delinquent Federal Debt?: No		
City: CLEVELAND ZIP Code: 44135-3235	State/Province: OHIO Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORF	PORATION	Status:Active	
DUNS: 029128126 +4:	CAGE Code: 39QJ6 DoDAA	C:	
Has Active Exclusion?: No Address: 2800 W 70th St Ste A	Delinquent Federal Debt?: No		
City: SHREVEPORT ZIP Code: 71108-4500	State/Province: LOUISIANA Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORP	PORATION	Status:Active	
DUNS: 557582850 +4:	CAGE Code: 457N4 DoDAA	D:	
Has Active Exclusion?: No Address: 4127 S PALO VERDE RD STE 105	Delinquent Federal Debt?: No		
City: TUCSON ZIP Code: 85714-3330	State/Province: ARIZONA Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORP	ORATION	Status:Active	
DUNS: 070859681 +4:	CAGE Code: 5BW88 DoDAAC	D:	
Has Active Exclusion?: No Address: 587 W BEAR ST	Delinquent Federal Debt?: No		
City: SYRACUSE ZIP Code: 13204-1313	State/Province: NEW YORK Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORPORATION Status: Active			
DUNS: 114566305 +4:	CAGE Code: 3M7V6 DoDAAC): 	
Has Active Exclusion?: No Address: 895 BLUE GENTIAN RD STE 12	Delinquent Federal Debt?: No		
City: SAINT PAUL ZIP Code: 55121-3411	State/Province: MINNESOTA Country: UNITED STATES		

ENTITY SCHINDLER ELEVATOR CORPORATION Status:Active			
DUNS: 026539486 +4:	CAGE Code: 1BBW4 DoDAAC	>:	
Has Active Exclusion?: No Address: 1926 INNERBELT BUSINESS CENTER DR	Delinquent Federal Debt?: No		
City: SAINT LOUIS ZIP Code: 63114-5760	State/Province: MISSOURI Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORF	PORATION	Status:Active	
DUNS: 030661623 +4: 0306	CAGE Code: 6YHA7 DoDAAC	: 	
Has Active Exclusion?: No Address: 6950 W JEFFERSON AVE STE 210	Delinquent Federal Debt?: No		
City: LAKEWOOD ZIP Code: 80235-2334	State/Province: COLORADO Country: UNITED STATES	<u></u>	
ENTITY SCHINDLER ELEVATOR CORF	PORATION	Status:Active	
DUNS: 030661623 +4:	CAGE Code: 0Z7Y1 DoDAAC	:	
Has Active Exclusion?: No Address: 6950 W JEFFERSON AVE STE 210 City: LAKEWOOD ZIP Code: 80235-2334	Delinquent Federal Debt?: No State/Province: COLORADO Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORPORATION Status:Active			
DUNS: 185373735 +4:	CAGE Code: 5B5B2 DoDAAC	:	
Has Active Exclusion?: No	Delinquent Federal Debt?: No		
Address: 840 N LENOLA RD STE 4 City: MOORESTOWN ZIP Code: 08057-1055	State/Province: NEW JERSEY Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORPORATION Status:Active			
DUNS: 041647215 +4:	CAGE Code: 1NYY6 DoDAAC	:	
Has Active Exclusion?: No Address: 99-1151 IWAENA ST	Delinquent Federal Debt?: No		
City: AIEA ZIP Code: 96701-5647	State/Province: HAWAII Country: UNITED STATES		

ENTITY SCHINDLER ELEVATOR CORF	PORATION	Status:Active	
DUNS: 196328066 +4:	CAGE Code: 3NPE4 DoDAA	C:	
Has Active Exclusion?: No Address: 3607 INTERCHANGE RD	Delinquent Federal Debt?: No		
City: COLUMBUS ZIP Code: 43204-1499	State/Province: OHIO Country: UNITED STATES		
ENTITY Schindler Elevator Corporation		Status:Active	
DUNS: 094809993 +4:	CAGE Code: 79292 DoDAA	C:	
Has Active Exclusion?: No Address: 20 Whippany Rd	Delinquent Federal Debt?: No		
City: Morristown ZIP Code: 07960-4539	State/Province: NEW JERSEY Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORPORATION Status:Active			
DUNS: 139032143 +4:	CAGE Code: 3L5A9 DoDAAC	D:	
Has Active Exclusion?: No Address: 1530 TIMBERWOLF	Delinquent Federal Debt?: No		
City: HOLLAND ZIP Code: 43528-9129	State/Province: OHIO Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORPORATION Status:Activ			
DUNS: 076793306 +4:	CAGE Code: 3MWF8 DoDAAC):	
Has Active Exclusion?: No Address: 5426 DUFF DR	Delinquent Federal Debt?: No		
City: CINCINNATI ZIP Code: 45246-1323	State/Province: OHIO Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORPORATION Status: Active			
DUNS: 132057121 +4:	CAGE Code: 3H5S7 DoDAAC	:	
Has Active Exclusion?: No Address: 6800 Muirkirk Rd	Delinquent Federal Debt?: No		
City: Beltsville ZIP Code: 20705-1227	State/Province: MARYLAND Country: UNITED STATES		

ENTITY SCHINDLER ELEVATOR CORPORATION Status:Act			
DUNS: 196414718 +4:	CAGE Code: 35SD1 DoDAA	D:	
Has Active Exclusion?: No Delinquent Federal Debt?: No Address: 2456 Remount Rd Ste 309			
City: North Charleston ZIP Code: 29406-6197	State/Province: SOUTH CAROL Country: UNITED STATES	INA 	
ENTITY SCHINDLER ELEVATOR CORPORATION Status: Active			
DUNS: 196413322 +4:	CAGE Code: 334T6 DoDAAC	D:	
Has Active Exclusion?: No Delinquent Federal Debt?: No Address: 400 HARDIN RD STE 170			
City: LITTLE ROCK ZIP Code: 72211-3507	State/Province: ARKANSAS Country: UNITED STATES		
ENTITY SCHINDLER ELEVATOR CORPORATION Status: Active			
DUNS: 361729648 +4:	CAGE Code: 47Z14 DoDAAC):	
Has Active Exclusion?: No Address: 2440 E Tudor Rd Ste 235	Delinquent Federal Debt?: No		
City: Anchorage ZIP Code: 99507-1185	State/Province: ALASKA Country: UNITED STATES		

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543 -2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI County of Boone	December Session of the October Adjourned ea.			Term. 20	13	
In the County Commission	of said county, on	he 10th	day of	December	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve the request to purchase a PC, Monitor and Printer for the Human Resources Department at a cost of \$1,382.72.

Done this 10th day of December, 2013.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

10

Janet M. Thompson District II Commissioner



BOONE COUNTY Department of Information Technology ROGER B. WILSON GOVERNMENT CENTER 801 E. Walnut, Room 221

801 E. Walnut, Room 221 Columbia, MO 65201-4890 573-886-4319

Aron Gish______ Director

DATE: Dec 10th, 2013

TO: Dan Atwill, Presiding Commissioner Karen Miller, District I Commissioner Janet Thompson, District II Commissioner

FROM: Aron Gish

- SUBJECT: Request to purchase additional assets PC, Monitor and Printer for HR Department
- cc: June Pitchford, County Auditor Caryn Ginter, Budget Analyst

The purpose of this request is to seek approval to add a PC, monitor and printer for the Human Resources Department. When the risk management and benefit management tasks where transferred to the Human Recourses Department, only one set of PC equipment was transferred. The other position's equipment was being used for multiple functions in the Clerks Office and needed to be retained by that office. An additional PC, monitor and printer are needed in the Human Resources Department. I am proposing a PC with dual monitors and a laser printer to be used by the HR Director's Position be purchased.

Actual expenditures in Information Technology (1170) for fixed asset purchases in FY2013 have been less than budgeted, and we anticipate that the cost of this item can be covered from these savings.

Total Purchase (hardware): \$1,382.72

Thank you for your consideration.

*+4-*2013

STATE OF MISSOURI County of Boone	December Session of the October A	djourned	Term. 20	13
In the County Commission of said county, o	n the 10th day	of December	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Information Technology Department to hire Adam Shearin for the position of Helpdesk Technician, #632 at 103% above salary range mid-point.

ATTEST: **e**). Wendy S. Norer

Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

X

Janet M. Thompson District II Commissioner

REQUEST TO HIRE ABOVE SALARY RANGE MID-POINT BOONE COUNTY

BOONE COUNTY
Description of form: To request approval to hire between 101% - 120% of the salary range mid-point
 Procedure: The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability. The Auditor certifies funds availability and approves budget revision (if applicable) and forwards to Human Resource Director. The Human Resource Director reviews the information, makes recommendation, and schedules the request on the Commission agenda for approval. The County Commission will review all requests for a starting salary above the mid-point and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.
Name of prospective employee: Adam Shearin Department: Information Technology
Position Title: Helpdesk Technician Position No.: 632
Proposed Starting Salary (complete one only) Annual: % of Mid-Point OR Hourly: \$19.24 % of Mid-Point: 103% No. of employees in this job classification within your Department? Two Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Mr. Shearin has 15 plus years of computer systems support experience. 11 years of which are related to end user support and 4 years directly related to networking and server support. He also holds multiple CompTIA certifications including CTT+ (Certified Technical Trainer), Security+, Server+ and A+. Mr. Shearin has training as an Advanced Network Analyst and Information Systems Administrator from the U.S. Navy. Furthermore he has experience dealing with vendors and end users as the main point of contact on major projects. Adam has also had the opportunity to deal with a very wide range of people in his 20 year career in the U.S. Navy. If proposed salary exceeds what other employees in the same job classification: (N/A) What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? I do not see much effect if any with this hire. There are two helpdesk positions and Mr Shearin's experience is directly relatable to training and knowledge we would invest in if he did not possess such. The other helpdesk position's pay is currently equal to the requested salary for Mr. Shearin.
Administrative Authority's Signature: Date:
Auditor's Certification: X Funds are available within the existing departmental salary and wage appropriation (#10100). Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision/required to provide funding is attached. 27500 - Auditor's Signature: Image: I
Human Resource Director's Signature: Date: Date:
County Commission Approve Deny Comment(s):
Presiding Commissioner's Signature: Date: 12-13 District I Commissioner's Signature: District II Commissioner's Signature:

Helpdesk Technician Hire Above Mid-Point

Prepared by: C. Ginter, Auditor's Office 12/4/2013

Helpde	F sk Technician , rang	Proposed Bu e of 35 <u>@ bud</u> s		(mid- <u>poi</u> nt) of	\$18.58/hr	E	Sala Ielpdesk Technician	ry of \$40,000 , range of 35 @	0		l/hr
Account	_	Budget Hours	Rate	Total Cost	Budget	Account	_	Budget Hours	Rate	Total Cost	Budget
10100	Salary & Wages	2080	18.58	38,646.40	38,646	10100	Salary & Wages	2080	19.24	40,019.20	40,019
10200	FICA		0.0765	2,956.45	2,956	10200	FICA		0.0765	3,061.47	3,061
10300	Health Ins			4,987.00	4,987	10300	Health Ins			4,987.00	4,987
10325	Disability Ins		0.0029	112.07	112	10325	Disability Ins		0.0029	116.06	116
10350	Life Ins			47.00	47	10350	Life Ins			47.00	47
10375	Dental Ins			474.00	474	10375	Dental Ins			474.00	474
10400	Workers Comp		0.0023	88.89	89	10400	Workers Comp		0.0023	92.04	92
10500	401 A Match			520.00	520	10500	401 A Match			520.00	520
	Total			47,831.81	\$ 47,832		Total			49,316.77	\$ 49,317

increase over proposed budget \$ 1,485

1

545-2013

STATE OF MISSOURI C ea.	December Session of the October Adjourned	Term. 20	13
County of Boone			
In the County Commission of said co	ounty, on the 10th day of December	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for Facilities Maintenance for budget shortfalls due to numerous repairs to the MKT Trail.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency	Emergency	600	
1610	60400	Parks & Rec	Grounds Maintenance		600

ATTEST: Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill

Presiding Commissioner

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Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

BOONE	COUNTY, MI	SSOURI
REQUEST RI	FOR BUBGE	T REVISION

DATÉ EFFE

MAY 1 5 2013

FOR AUDITORS USE

(Use whole \$ amounts)

BOONF COUNTY AUDITOR

David	A = a =			Transfer From	Transfer To
Dept	Account	Fund/Dept Name	Account Name	Decrease	Increase
1123	86800	Emerginar	Emergency	600	
1610	60400	Parks & Rec	Grounds Maintenance		<u>6</u> 00
					·
·					
				600	600

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Numerous repairs due to cracking in the MKT trail numerous times over the summer has caused a budget shortfall.

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

Requesting Official

_-----TO BE COMPLETED BY AUDITOR'S OFFICE

☑ A schedule of previously processed Budget Revisions/Amendments is attached

"Unencumbered funds are available for this budget revision. □ Comments:

Acjuda

Auditor's Office PRESIDING COMMISSIONER DIS

TRICT I COMMISSIONER DISTRICT II COMMISSIONER

SUBLSCR BOONE SUBSIDIARY LEDG	ER INQUIRY MAIN SCREEN 11/18/	(U,9,:,5,8,:,_,3
Year <u>2013</u>	Original Appropriation	33,774.00
Dept 1610 PARKS & RECREATION	Revisions	
Acct 60400 GROUNDS MAINTENANCE	Original + Revisions	<u>33,774.00</u>
Fund 100 GENERAL FUND	Expenditures	<u>33,606.23</u>
	Encumbrances	636.54
Class/Account <u>A</u> <u>ACCOUNT</u>	Actual To Date	<u>34,242.7</u> 7
Account Type <u>E Expense</u>	Remaining Balance	468.77-
Normal Balance D DEBIT	Shadow Balance	606.69-

Expenditures by Period

January		July	706.20
February		August	14,524.54
March		September	709.91
April	6,837.69	Öctober	1,017.95
May	2,118.79	November	
June	7,691.15	December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

SUBLSCR BOONE SUBSIDIARY LEDGER		רד'א'\ד'א' ה'ה'ה'ה'א'
Year <u>2013</u>	Original Appropriation _	34,274.00
Dept 1610 PARKS & RECREATION	Revisions _	
Acct 60000 EQUIP & BLDG MAINTENANCE	Original + Revisions _	34,274.00
Fund 100 GENERAL FUND	Expenditures _	33,675.21
	Encumbrances _	636.54
Class/Account <u>C</u> <u>CLASS</u>	Actual To Date _	34,311.75
Account Type <u>E EXPENSE</u>	Remaining Balance _	<u>37.75-</u>
Normal Balance D DEBIT	Shadow Balance _	175.67-

Expenditures by Period

January		July	706.20
February		August	14,524.54
March		September	709.91
April	6,837.69	October	1,086.93
May	2,118.79	November	
June	7,691.15	December	

F2=Key Scr F3=Exit F5=Ledger Transactions F7=Transactions F9=Budget

2013 Emergency Fund 1123-86800

		DEPT.		ORIGINAL	AMOUNT	REMAINING	
DATE	DEPARTMENT	NO.	ACCOUNT	BUDGET	USED	BUDGET	DESCRIPTION
1/1/2013	Original budget			750,000		750,000	Original budget
5/23/2013	Sheriff/Corr Bldg HK/Ma	i 1256	92300 Replacement Mach. & Equi	o.	(32,800)	717,200	Wiring for Sheriff Department
6/13/2013	Treasurer	1140	84300 Advertising		(484)	716,716	Advertising for Bond RFP
6/17/2013	Public Administrator	1200	92100 Replacement Furniture & Fi	x	(975)	715,741	Reconfigure new rotary files
7/18/2013	Auditor	1110	1XXXX, 23000, 23850, 23855,4800	0	(19,968)	695,773	Additional Accountant position
7/18/2013	Information Tech	1170	91301, 91302		(2,615)	693,158	Computer hardware & equipment for additional accountant position
7/18/2013 9/16/2013 9/16/2013 9/26/2013 9/26/2013 10/30/2013 11/18/2013	Election Activities Non-Departmental Insurance Claim Activity Human Resources Non-Departmental Information Tech Parks & Recreation	1133 1190 1195 1115 1190 1170 1610	23005, 85900 86883- Uncollectible Account Expe 92400 - Replacement Auto/Trucks 91100 - Furniture and Fixtures 91100 - Furniture and Fixtures 23850, 23855, 48000, 48050, 9130 60400		(27,971) (35,215) (26,457) (7,000) (19,700) (6,820) (600)	665,187 629,972 603,515 596,515 576,815 569,995 569,395 569,395 569,395	in Auditor's ofc Increase County election Costs as Columbia Public Schools did not par Write off accounts receivable deemed uncollectible. Replace vehicle totaled in accident Installation of modular walls and office furniture for HR area. Installation of modular walls and office furniture for HR area. Costs associated with new senior programmer analyst Cover costs associated with MKT trail repairs
			Total	750,000	(180,605)	569,395	

546-2013

STATE OF MISSOURI	December Sess		on of the October Adjourned			Term. 20	13
County of Boone	J ca.						
In the County Commission	of said county, on	the 10)th	day of	December	20	13

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

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Janet Thompson to enter into contracts with individuals or entities who wish to utilize the Central Missouri Events Center from July 1, 2014 onward.

ATTEST: Wendy S. Noren

Clerk of the County Commission

Daniel K. Átwill Presiding Commissioner

Karen M. Miller District I Commissioner

Janet M. Thompson District II Commissioner

547-2012

STATE OF MISSOURI	ecember Session of the October Ac	ession of the October Adjourned		
County of Boone				
In the County Commission of said county, o	10th day o	f December	20	13
the following, among other proceedings, we	d, viz:			

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen Miller to sign Change Orders up to \$5,000 for the Law Office remodel and to adopt the anticipated completion date as April 25, 2014.

Done this 10th day of December, 2013.

ATTEST: Wendy S. Moren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

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Janet M. Thompson District II Commissioner

548-2013

STATE OF MISSOURI County of Boone	December Session of the October Adjourned ea.				Term. 20	13
In the County Commission of said	f county, on the	10th	day of	December	20	13

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County portion of the November 2013 expenses for the Office of Emergency Management in the amount of \$4,844.45.

ATTEST: Wendy S. Noren

Clerk of the County Commission

Daniel K. Atwill Presiding Commissioner

Karen M. Miller District I Commissioner

Japet M. Thompson District II Commissioner

Office of Emergency Management

2201 Interstate 70 Drive NW Columbia, MO 65202 OFFICE: 573-447-5070 FAX: 573-447-5079

Bill To

Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

Date	Invoice #			
12/2/2013	14			

Invoice

			P.O. No	•
Quantity	Description	Rate	Serviced	Amount
1	November Expenses Total \$22,426.19, City 2/3 \$9,688.87 County 1/3 \$4,844.45 and EMPG \$7,892.87	4,844.4	5	4,844.45
		Ta	tal	\$4,844.45
		Pa	ments/Credits	\$0.00
		Bal	ance Due	\$4,844.45