

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

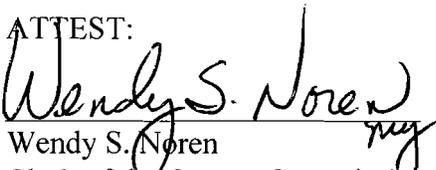
In the County Commission of said county, on the 31st day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached grant application by the Prosecuting Attorney's Office for the National Crime Victims' Rights Week Community Awareness Project subgrant.

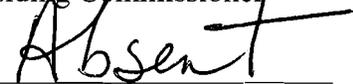
Done this 31st day of July, 2014.

ATTEST:

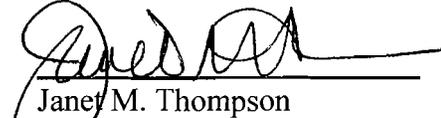

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner


Janet M. Thompson
Acting Presiding Commissioner

**2015 NATIONAL CRIME VICTIMS' RIGHTS WEEK (NCVRW)
Community Awareness Projects (CAP)
April 19 – 25, 2015
PROPOSAL APPLICATION**

Fax applications to 815-550-1141, email as attachment to cap@navaa.org
or mail to NCVRW CAP, 5702 Old Sauk Road, Madison, WI 53705.
Do **not** include additional pages or attachments.
Applications must be **received** no later than **Friday, August 1, 2014**
Applicants must read and follow the Applicant Guide available at cap.navaa.org

SECTION 1: ORGANIZATIONAL INFORMATION

Applicant Agency	Boone County Prosecuting Attorney	
Mailing Address	705 E. Walnut Street	DUNS Number (required)
	City: Columbia State: MO Zip: 65201	073755977
Name of Contact	Salutation: Ms.	First: Bonnie Last: Adkins
Tel (xxx-xxx-xxxx): 573-886-4112	Fax (xxx-xxx-xxxx): 573-886-4148	Amount Requested: \$
Email	badkins@boonecountymo.org	
Web Site	www.showmeboone.com	

Type of Organization (select only one)

<input type="checkbox"/> Non-Profit	<input checked="" type="checkbox"/> Public/Governmental Agency
<input type="checkbox"/> Faith-based Organization	<input type="checkbox"/> Tribal Organization
<input type="checkbox"/> Community Coalition/Grassroots Organization	<input type="checkbox"/> Other (Describe): _____

Is the agency/organization suspended or barred from receiving federal funding? Yes No

Has the lead agency or any of the major project partners received previous NCVRW CAP funding?
 Yes No If Yes, for which year(s):
 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014

Briefly describe the applicants' experience providing/advocating crime victims' rights and services. (250 words).

For over thirty years (since 1983), the Boone County Prosecuting Attorney's Office has provided coordinated services to crime victims and their families in mid-Missouri. All victims of crimes committed in Boone County are eligible for services - including property crimes at both the misdemeanor and felony levels. Utilizing VOCA, VAWA, and county funds, our Victim Response Team (VRT) assists victims in exercising their constitutional rights while accessing systems and community-based resources at all stages of the criminal process. Members of VRT collaborate with state and local agencies to provide specialized services for victims of domestic and sexual violence, child abuse, homicide, alcohol-related fatalities/injuries, and other crime-facilitated trauma (ie. robbery, burglary, etc.). Crisis intervention, case management, orientation to the justice system (including victims' rights notification), and restitution management are just a few of the services provided by VRT staff. VRT team members also provide board leadership to local and statewide victim service organizations - including True North (local domestic violence shelter/advocacy), MOVA - MO Victim Assistance Network, and MAPA (MO Association of Prosecuting Attorneys) Best Practices Committee (Victim Services). VRT staff has consistently assumed a leadership role in coordinating Boone County's annual Crime Victims' Rights Week ceremony/recognition.

SECTION 2: PROJECT DESCRIPTION

Concisely describe how funds will be used to promote or enhance the general public's awareness of rights and services for victims of all types of crimes in conjunction with National Crime Victims' Rights Week. Identify targeted audience(s) and geographic area(s). Describe each distinct activity separately according to the categories in the Applicant Guide, including the activity type and the date(s) when each will be implemented. (650 words)

In conjunction with National Crime Victims' Rights Week, NCVRW CAP funds will be utilized to promote and implement a 5K run/walk and ceremony to enhance public awareness of crime victims' rights and services for victims and their families in Boone County.

PUBLIC EVENT:

Target date - Sunday, April 19, 2015

Kansas City Sports will be used for on-line registration \$1/participant (total: \$300).

While volunteers will assist with managing on-line and on-site registration, a local race/event coordinator (Ready Set Results) will provide race packets, organize the course, and monitor timed results for the event. We anticipate 300 participants at a cost of \$4/participant (total: \$1200).

PROMOTIONAL GIVEAWAY ITEMS:

Target date - Sunday, April 19, 2015

The first 300 participants will receive a free commemorative t-shirt. \$7/shirt (total: \$2100).

Also, 300 rubber bracelets (with NCVRW logo/colors) will be provided to event attendees \$0.75/bracelet (total: \$225).

PRINTED MATERIALS:

Target date - Sunday, April 19, 2015

Directional and informational signage with NCVRW resource guide quotes and local statistics will be displayed along the course route \$10/sign (total: \$300).

Awards/recognition at ceremony following 5K is estimated at \$100.

MASS MEDIA ADVERTISING:

Target date - March 19, 2015

Social media and word-of-mouth will be utilized for a majority of event marketing, however print-ready material for local media outlets and additional promotion is estimated at \$550.

Our target audience for this event is residents of Boone County, Missouri.

300 participants

200 volunteers

500 attendees

SECTION 4. ADDITIONAL PROJECT INFORMATION

a. Describe how the project will use the NCVRW theme, logo and colors (100 words).

Use of the 2015 NCVRW Resource Guide will be critical to communicating our message.

All promotional materials (written and digital) will include the 2015 NCVRW theme, designated logo, and colors - including PSAs, press releases, entry forms, flyers, etc.

The title of our event will incorporate the national theme. Free t-shirts/bracelets will be given away to the first 300 registrants. The color of these items will correspond to the official colors of the 2015 NCVRW. Colored ribbons will also be available for every volunteer and sponsor.

2015 NCVRW statistics/quotes will be posted on signage along the 5K route.

b. List major project cosponsors/collaborative organizations and each one's contribution to this specific project (do not discuss overall or general support to the agency or community victim services (100 words).

Well-established partnerships with community allies are also key to this project's success. Local law enforcement (Columbia Police, Boone County Sheriff & University of Missouri (Mizzou) Police Departments) will assist in planning, promotion, and security. Mizzou's Rape & Sexual Violence Prevention (RSVP) Office will assist with campus awareness. County Probation & Parole and Juvenile Offices will assist with implementation of the 5K. Boone Hospital will provide an ambulance for emergencies, & local community-based victim service organizations will set up resource tables during the event, ie. Rainbow House Child Advocacy, True North Domestic Violence Shelter and Outreach, BACA - Bikers Against Child Abuse, POMC - Parents of Murdered Children, and MADD.

c. Victim/Survivor Involvement - Describe the involvement of victim/survivors in the project's planning and implementation, including specific population(s) for which activities are targeted (100 words).

Victim/Survivor involvement will be utilized at every stage of this project's development. Many of our community-based partners are themselves crime survivors. With previous assistance from VRT staff, these survivors have become advocates/activists in our community.

PSAs and press releases will include stories of local survivors.

Prior to the 5K, a survivor will read the NCVRW proclamation. During a brief ceremony following the 5K, two survivors will tell their stories. A special effort will be made to include a survivor from an underserved population.

CERTIFICATION

The organization's authorized representative must indicate official intent to apply for and, if approved, acceptance of the National Crime Victims' Rights Week Community Awareness Project subgrant award.

Daniel Atwill

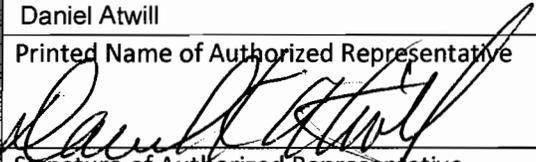
Printed Name of Authorized Representative

Presiding Commissioner

Title

07/31/2014

Date


Signature of Authorized Representative

Electronic Signature – In accordance with federal law, by entering the printed name, title and date and by marking this box with an "X," the Authorized Representative certifies this document to be true, accurate and complete to the same degree as a handwritten signature.

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July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 31st day of July 20 14

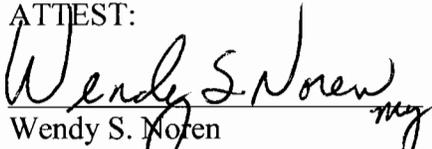
the following, among other proceedings, were had, viz:

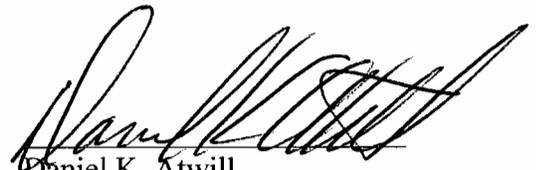
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 1101149 – Auto Parts and Accessories.

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 31st day of July, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 4, 2013
RE: Contract Amendment Number One – 1101149 – Auto Parts and Accessories

Contract *1101149 – Auto Parts and Accessories* was approved in commission on July 10, 2012, commission order 335-2012. The attached amendment assigns the contract to Advance Stores Company Inc d.b.a. Advance Auto Parts from General Parts Distribution LLC d.b.a. CarQuest. All other terms and conditions remain the same.

cc: Contract File

CONTRACT AMENDMENT NUMBER ONE

**PURCHASE AGREEMENT FOR
AUTO PARTS AND ACCESSORIES**

The Agreement 1101149 – Auto Parts and Accessories dated July 10, 2012 made by and between Boone County, Missouri and General Parts Distribution LLC d.b.a. CarQuest for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

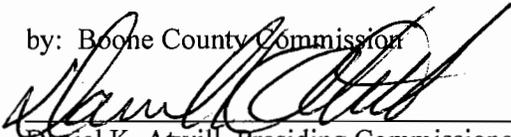
1. Contract 1101149 is hereby assigned to **Advance Stores Company Inc. d.b.a. Advance Auto Parts** from General Parts Distribution LLC d.b.a. CarQuest per the attached letter.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain 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.

ADVANCE AUTO PARTS

BOONE COUNTY, MISSOURI

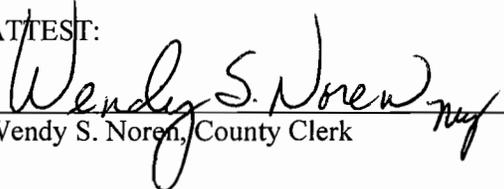
by 
title VP Finance

by: Boone County Commissioner

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

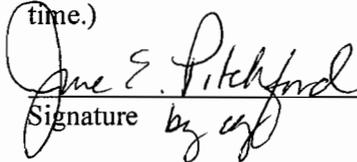
ATTEST:


CJ Dykhouse, County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) 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.)


Signature by cep

7/25/14
Date

2040 / 60200/59100 Term & Supply
No Encumbrance Required
Appropriation Account

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In the County Commission of said county, on the 31st day of July 20 14

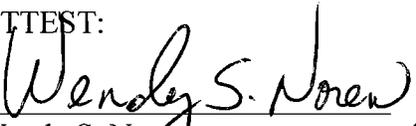
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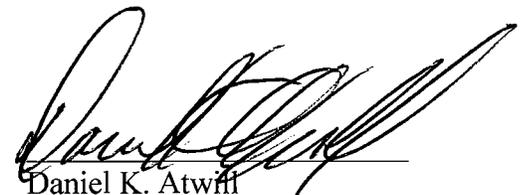
Now on this day the County Commission of the County of Boone does hereby award bid 32-17JUL14 – Meyer Industrial Dr. & Tom Bass Rd. AND Bonne Femme Church Rd.& Tom Bass Rd. Intersection Improvements to Mera Excavating, LLC of Bonnots Mill, MO.

The terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

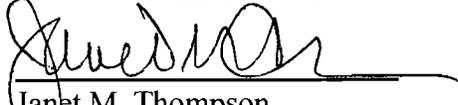
Done this 31st day of July, 2014.

ATTEST:


 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

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: July 30, 2014
RE: 32-17JUL14 – Meyer Industrial Dr. & Tom Bass Rd. AND Bonne Femme Church Rd. & Tom Bass Rd. Intersection Improvements

32-17JUL14 – Meyer Industrial Dr. & Tom Bass Rd. AND Bonne Femme Church Rd. & Tom Bass Rd. Intersection Improvements opened on July 17, 2014. Four bids were received and Resource Management recommends award by low bid to Mera Excavating, LLC of Bonnots Mill, MO.

The scope of this project entails removal and reconstruction of Meyer Industrial Dr. & Tom Bass Rd intersection as well as Bonne Femme Church Rd. & Tom Bass Rd. Intersection. Cost of the contract is \$300,074.34 and will be paid from department 2041 – Infrastructure Preservation/Rehab, account 71100 – Outside Services. \$262,776.00 was estimated for this project.

cc: Micah Taylor, Resource Management
Derin Campbell, Resource Management
Bid File

ATT: Bid Tabulation

32-17JUL14 - MEYER INDUSTRIAL RD. & TOM BASS RD. AND BONNE FEMME CHURCH RD. & TOM BASS RD. INTERSECTION IMPROVEMENTS

BID TABULATION

Description	Qty.	Unit	Unit Price	Total	ENGINEER'S ESTIMATE		Mera Excavating, LLC (Bonnon Mill, MO)		Jeff Schnieders Construction Co. (Jefferson City, MO)		Emery Sapp & Sons (Columbia, MO)		APAC-Missouri, Inc. (Columbia, MO)		AVERAGE BID		
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
MOBILIZATION	1	LS	\$12,000.00	\$12,000.00	\$2,777.73	\$2,777.73	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00	\$80,100.00	\$80,100.00	\$25,719.43	\$25,719.43	
CONSTRUCTION STAKING	1	LS	\$6,000.00	\$6,000.00	\$6,833.91	\$6,833.91	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$3,675.00	\$3,675.00	\$4,677.23	\$4,677.23	
CONCRECTION TESTING	1	LS	\$3,500.00	\$3,500.00	\$1,795.81	\$1,795.81	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,100.00	\$2,100.00	\$2,479.95	\$2,479.95	
CONCRETE TESTING	1	LS	\$5,000.00	\$5,000.00	\$2,972.05	\$2,972.05	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$4,515.00	\$4,515.00	\$3,221.76	\$3,221.76	
TRAFFIC CONTROL	1	LS	\$7,000.00	\$7,000.00	\$3,914.66	\$3,914.66	\$5,310.00	\$5,310.00	\$5,310.00	\$5,310.00	\$10,000.00	\$10,000.00	\$5,750.00	\$5,750.00	\$6,243.67	\$6,243.67	
SWEEP COMPLIANCE	1	LS	\$3,500.00	\$3,500.00	\$655.66	\$655.66	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$3,370.00	\$3,370.00	\$2,131.47	\$2,131.47	
EROSION CONTROL	1	LS	\$7,000.00	\$7,000.00	\$6,840.63	\$6,840.63	\$8,995.00	\$8,995.00	\$4.00	\$4.00	\$7,000.00	\$7,000.00	\$2,100.00	\$2,100.00	\$6,208.91	\$6,208.91	
EROSION CONTROL (BLANKET IN A GREEN SC-150 OR EQUAL)	250	SY	\$5.00	\$1,250.00	\$5.54	\$1,385.00	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00	\$3,675.00	\$3,675.00	\$5.20	\$1,056.53	\$4.42	\$1,056.53	
RESTORATION (LIME FERTILIZER, SEED TYPE 3 MULCH)	100	AC	\$4,500.00	\$4,500.00	\$4,143.94	\$4,143.94	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$4,819.50	\$4,819.50	\$3,959.61	\$3,959.61	
TEMPORARY WINTER SEEDING AND TYPE 1 MULCH	100	AC	\$3,000.00	\$3,000.00	\$3,257.83	\$3,257.83	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$3,100.00	\$3,100.00	\$2,552.56	\$2,552.56	
REMOVALS	1	LS	\$15,000.00	\$15,000.00	\$16,629.91	\$16,629.91	\$16,171.00	\$16,171.00	\$16,171.00	\$16,171.00	\$16,950.00	\$16,950.00	\$91,950.00	\$91,950.00	\$28,825.98	\$28,825.98	
EARTH EXCAVATION	1,929	CY	\$8.00	\$15,432.00	\$10.81	\$20,852.49	\$11.90	\$22,833.50	\$11.90	\$22,833.50	\$8.50	\$16,396.50	\$23.10	\$44,447.85	\$15.77	\$44,447.85	
COMPACTED EMBANKMENT	292	CY	\$4.00	\$1,168.00	\$8.94	\$2,612.08	\$20.85	\$6,079.70	\$16.50	\$4,828.50	\$16.50	\$4,828.50	\$16.69	\$4,828.50	\$7.07	\$2,062.67	
CUT/COMPACTION	1	LS	\$5,000.00	\$5,000.00	\$1,282.00	\$1,282.00	\$1,304.43	\$1,304.43	\$1,550.00	\$1,550.00	\$10.00	\$10.00	\$2,625.00	\$2,625.00	\$1,415.81	\$1,415.81	
6" THICK TYPE 1 ROLLED STONE BASE	2,694	SY	\$10.00	\$26,940.00	\$6.87	\$18,507.78	\$9.55	\$25,633.70	\$51.25	\$137,594.20	\$71.60	\$193,483.47	\$71.60	\$193,483.47	\$91.84	\$247,802.32	
8" THICK CLASS 'A' ASPHALTIC SURFACE PAVEMENT	1,703	TON	\$39.00	\$66,813.00	\$53.37	\$90,889.11	\$50.60	\$86,171.80	\$52.57	\$89,278.78	\$85.00	\$144,805.00	\$117.60	\$199,920.00	\$91.00	\$154,963.80	
2" THICK TYPE 'C' ASPHALTIC SURFACE PAVEMENT	148	TON	\$70.00	\$10,360.00	\$96.19	\$14,236.12	\$92.57	\$13,700.36	\$92.00	\$13,616.16	\$92.00	\$13,616.16	\$100.10	\$14,816.00	\$91.00	\$13,482.48	
9" THICK PLANT MIX BITUMINOUS BASE COURSE	382	TON	\$65.00	\$24,970.00	\$92.76	\$35,579.12	\$89.26	\$33,912.12	\$92.00	\$35,184.00	\$92.00	\$35,184.00	\$104.10	\$39,703.20	\$92.03	\$35,184.00	
6" CURB AND GUTTER	133	LF	\$20.00	\$2,660.00	\$34.43	\$4,579.19	\$5.60	\$746.00	\$9.00	\$1,197.00	\$8.00	\$1,064.00	\$42.00	\$5,628.00	\$40.71	\$5,414.10	
4" THICK TYPE 1 ROLLED STONE BASE	744	SY	\$8.00	\$5,952.00	\$5.59	\$4,124.88	\$5.00	\$3,720.00	\$5.00	\$3,720.00	\$5.00	\$3,720.00	\$7.00	\$5,208.00	\$5.85	\$4,124.88	
7" THICK CLASS 'A' CONCRETE DRIVEWAY APRON	94	SY	\$50.00	\$4,700.00	\$75.72	\$7,117.68	\$56.00	\$5,264.00	\$56.00	\$5,264.00	\$56.00	\$5,264.00	\$79.80	\$7,501.20	\$68.88	\$6,468.72	
4" THICK CONCRETE SIDEWALK	9	SY	\$39.00	\$351.00	\$83.95	\$755.55	\$32.00	\$288.00	\$32.00	\$288.00	\$32.00	\$288.00	\$36.50	\$328.50	\$31.11	\$280.00	
CONCRETE FULME	1	LS	\$2,000.00	\$2,000.00	\$1,915.37	\$1,915.37	\$1,640.00	\$1,640.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$2,730.00	\$2,730.00	\$2,021.34	\$2,021.34	
4 X 3 TYPE W/ INLET	1	EA	\$3,000.00	\$3,000.00	\$2,436.96	\$2,436.96	\$2,570.00	\$2,570.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00	\$2,730.00	\$2,730.00	\$2,809.24	\$2,809.24	
15" DIA. ALUMINIZED CAMP	42	LF	\$35.00	\$1,470.00	\$49.00	\$2,058.00	\$35.50	\$1,491.00	\$48.00	\$2,016.00	\$48.00	\$2,016.00	\$39.90	\$1,675.80	\$44.91	\$1,789.20	
18" DIA. ALUMINIZED CAMP	75	LF	\$38.00	\$2,850.00	\$47.19	\$3,539.25	\$38.25	\$2,868.75	\$48.00	\$3,600.00	\$48.00	\$3,600.00	\$46.20	\$3,465.00	\$44.91	\$3,368.25	
TYPE 2 ROCK BLANKET WITH FILTER FABRIC (18" THICK)	96	EA	\$150.00	\$14,400.00	\$362.47	\$34,794.72	\$124.94	\$11,912.16	\$136.10	\$13,263.60	\$350.00	\$33,600.00	\$367.50	\$35,210.00	\$360.24	\$34,824.00	
8" YELLOW ACRYLIC WATERBORNE PAVEMENT MARKING	1,578	LF	\$4.00	\$6,312.00	\$40.76	\$64,214.88	\$39.65	\$62,367.06	\$39.65	\$62,367.06	\$31.00	\$49,293.00	\$71.20	\$112,512.00	\$46.65	\$73,200.00	
6" YELLOW ACRYLIC WATERBORNE PAVEMENT MARKING	68	LF	\$2.00	\$1,360.00	\$8.57	\$582.76	\$3.75	\$256.50	\$3.75	\$256.50	\$3.75	\$256.50	\$3.70	\$256.50	\$4.88	\$331.84	
24" WHITE ACRYLIC WATERBORNE PAVEMENT MARKING	22	LF	\$8.00	\$1,760.00	\$40.01	\$880.22	\$4.00	\$88.00	\$4.00	\$88.00	\$4.00	\$88.00	\$3.70	\$81.40	\$4.88	\$107.36	
PAVEMENT MARKING PAINT-ARROW	1	EA	\$190.00	\$190.00	\$181.00	\$181.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	
30"X30" W/10R SIGN	1	EA	\$200.00	\$200.00	\$142.89	\$142.89	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$372.80	\$372.80	\$328.92	\$328.92	
30"X30" W/10L SIGN	1	EA	\$200.00	\$200.00	\$142.89	\$142.89	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$372.80	\$372.80	\$328.92	\$328.92	
18"X18" W/3-1 (20 MPH) SIGN	2	EA	\$100.00	\$200.00	\$205.00	\$410.00	\$80.00	\$160.00	\$120.00	\$240.00	\$100.00	\$200.00	\$110.00	\$220.00	\$80.22	\$160.45	
30"X30" W/1-16R (20 MPH) SIGN	1	EA	\$250.00	\$250.00	\$142.89	\$142.89	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$372.80	\$372.80	\$328.92	\$328.92	
48"X24" W/6 SIGN	92	EA	\$350.00	\$32,400.00	\$142.89	\$13,256.28	\$450.00	\$41,400.00	\$450.00	\$41,400.00	\$450.00	\$41,400.00	\$450.00	\$41,400.00	\$369.35	\$33,966.35	
8" DIA. C900 PVC PIPE	1	LF	\$45.00	\$45.00	\$39.08	\$39.08	\$35.25	\$35.25	\$40.00	\$40.00	\$50.00	\$50.00	\$42.50	\$42.50	\$40.59	\$40.59	
GATE VALVE RELOCATION	1	EA	\$300.00	\$300.00	\$358.97	\$358.97	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$4,095.00	\$4,095.00	\$1,675.99	\$1,675.99	
8" DIA. DUCTILE IRON W/ SLEEVES	1	EA	\$250.00	\$250.00	\$335.37	\$335.37	\$1,132.00	\$1,132.00	\$1,208.00	\$1,208.00	\$1,540.00	\$1,540.00	\$840.00	\$840.00	\$3,960.00	\$3,960.00	
8" DIA. ANCHORS	4	EA	\$150.00	\$600.00	\$207.31	\$829.24	\$170.00	\$680.00	\$340.00	\$1,360.00	\$800.00	\$3,200.00	\$840.00	\$3,360.00	\$3,360.00	\$1,758.51	\$1,758.51
WATER MAIN TESTING AND DISINFECTIONS	2	LS	\$800.00	\$1,600.00	\$427.31	\$854.62	\$650.00	\$1,300.00	\$650.00	\$1,300.00	\$800.00	\$1,600.00	\$840.00	\$1,680.00	\$729.33	\$1,458.66	
4" TALL CONSTRUCTION FENCING	358	LF	\$2.00	\$716.00	\$4.20	\$1,503.60	\$4.00	\$1,432.00	\$4.00	\$1,432.00	\$4.50	\$1,611.00	\$5.70	\$2,046.60	\$4.50	\$1,611.00	
Bid Total				\$262,776.00		\$300,074.34		\$503,661.89		\$331,931.65		\$580,705.80		\$377,446.62			

Bid Response	Y
Debarment Certification	Y
Work Authorization Certification	Y
Statement of Bidders Qualifications	Y
Anti-Collusion Statement	Y
Bid Bond	Y
Signature and Identity of Bidder	Y
Bidders Acknowledgment	Y

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CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Mera Excavating, LLC** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 32-17JUL14
MEYER INDUSTRIAL DR. & TOM BASS RD. AND
BONNE FEMME CHURCH RD. & TOM BASS RD. INTERSECTION IMPROVEMENTS
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to **be in the amount of \$300,074.34.**

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

Notice to Bidders
Bid Form
Instructions to Bidders
Bid Response
Certification Regarding Debarment
Work Authorization Certification
Statement of Bidders Qualifications
Anti-Collusion Statement
Signature and Identity of Bidder
Bidders Acknowledgment
Insurance Requirements
Contract Conditions
Sample Contract Agreement
Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.
Labor & Material Payment Bond, bonds must be filled out and returned within 15 days of the date of this contract.
Affidavit - OSHA Requirements
Affidavit - Prevailing Wage
General Specifications
Technical Specifications
Special Provisions / Project Notes
State Wage Rates-Annual Wage Order #20

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Boone County Standard Terms and Conditions
Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any

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brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

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The Owner agrees to pay the Contractor in the amount: **\$300,074.34.**

Three Hundred Thousand, Seventy Four Dollars and Thirty Four Cents (\$300,074.34)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on

7/25/14 at Columbia, Missouri.

(Date)

CONTRACTOR:

NERA EXCAVATING, LLC

By: Joan C Muenks
Authorized Representative Signature

By: Joan C Muenks
Authorized Representative Printed Name
Title: Majority Member

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

Approved as to Legal Form:

[Signature]
CJ Dykhouse
Boone County Counselor

ATTEST:

Wendy S. Noren
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature

7/30/14
Date

2045 / 71100 - \$300,074.34

Appropriation Account

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
7/19/14	None received

COMPANY NAME: Mera Excavating, LLC

ADDRESS: 24 Scenic Acres Ln

CITY, STATE, ZIP: Bonnots Mill MO 65016

PHONE NUMBER: 573 897 2522

AUTHORIZED REPRESENTATIVE: Joan C Muenks

TITLE: Majority Member

SIGNATURE: Joan C Muenks

List all Sub-Contractors planned to be utilized on this project.

Raithel Bros.

Frech Asphalt

BID FORM
MEYER INDUSTRIAL DR. TOM BASS RD. AND BONNE FEMME CHURCH RD. TOM BASS RD.
INTERSECTION IMPROVEMENTS

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$2,777.73	\$2,777.73
CONSTRUCTION STAKING	1	LS	\$6,833.91	\$6,833.91
COMPACTION TESTING	1	LS	\$1795.81	\$1795.81
CONCRETE TESTING	1	LS	\$2972.05	\$2972.05
TRAFFIC CONTROL	1	LS	\$3914.66	\$3914.66
SWPPP COMPLIANCE	1	LS	\$655.86	\$655.86
EROSION CONTROL	1	LS	\$6840.63	\$6840.63
EROSION CONTROL BLANKET (N.A. GREEN SC-150 OR EQUAL)	250	SY	\$ 5.54	\$ 1385.00
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH)	1	AC	\$5143.94	\$5143.94
TEMPORARY WINTER SEEDING AND TYPE 1 MULCH	1	AC	\$3257.83	\$3257.83
REMOVALS	1	LS	\$18632.91	\$18632.91
EARTH EXCAVATION	1929	CY	\$ 10.81	\$20852.49
COMPACTED EMBANKMENT	282	CY	\$ 8.94	\$2521.08
CUT COMPACTION	1	LS	\$1304.43	\$1304.43
6" THICK TYPE 1 ROLLED STONE BASE	2694	SY	\$ 6.87	\$18507.78
8" CLASS 'A' CONCRETE PAVEMENT W/ INTEGRAL CURB	1703	SY	\$ 53.37	\$90889.11
2" THICK TYPE 'C' ASPHALTIC SURFACE PAVEMENT	148	TON	\$ 96.19	\$14236.12
7" THICK PLANT MIX BITUMINOUS BASE COURSE	216	TON	\$ 92.76	\$20036.16
9" THICK PLANT MIX BITUMINOUS BASE COURSE	362	TON	\$ 92.76	\$33579.12
6" CURB AND GUTTER	133	LF	\$ 34.43	\$4579.19
4" THICK TYPE 1 ROLLED STONE BASE	754	SY	\$ 5.59	\$4214.86
7" THICK CLASS 'A' CONCRETE DRIVEWAY APRON	94	SY	\$ 75.72	\$7117.68 <i>pm</i>
4" THICK CONCRETE SIDEWALK	9	SY	\$ 83.95	\$755.55
CONCRETE FLUME	1	LS	\$1915.37	\$1915.37
4' x 3' TYPE 'M' INLET	1	EA	\$2436.96	\$2436.96
15" DIA. ALUMINIZED CMP	42	LF	\$ 49.00	\$2058.00
18" DIA. ALUMINIZED CMP	75	LF	\$ 47.19	\$3539.25
18" DIA. ALUMINIZED END SECTIONS	2	EA	\$362.47	\$724.94
TYPE 2 ROCK BLANKET WITH FILTER FABRIC (18" THICK)	96	SY	\$ 40.75	\$3912
4" YELLOW ACRYLIC WATERBORNE PAVEMENT MARKING	1578	LF	\$ 1.77	\$2793.06
8" YELLOW ACRYLIC WATERBORNE PAVEMENT MARKING	68	LF	\$ 8.57	\$582.76
24" WHITE ACRYLIC WATERBORNE PAVEMENT MARKING	22	LF	\$ 40.01	\$880.22
PAVEMENT MARKING PAINT-ARROW	1	EA	\$ 85.73	\$ 85.73
30"x30" W1-10R SIGN	1	EA	\$142.89	\$142.89
30"x30" W1-10L SIGN	1	EA	\$142.89	\$142.89
18"x18" W13-1 (30 MPH) SIGN	2	EA	\$142.89	\$285.78
30"x30" W1-1aR (20 MPH) SIGN	1	EA	\$142.89	\$142.89
48"x24" W1-6 SIGN	1	EA	\$142.89	\$142.89
8" DIA. C900 PVC PIPE	92	LF	\$ 39.08	\$3595.36
GATE VALVE RELOCATION	1	EA	\$358.97	\$358.97
8" DIA. DUCTILE IRON MJ SLEEVES	1	EA	\$335.37	\$335.37

BID FORM
MEYER INDUSTRIAL DR. TOM BASS RD. AND BONNE FEMME CHURCH RD. TOM BASS RD.
INTERSECTION IMPROVEMENTS

Description	Qty.	Unit	Unit Price	Total
8" DIA. BENDS	4	EA	\$207.31	\$ 829.24
8" DIA. ANCHOR COUPLINGS	2	EA	\$217.48	\$ 434.96
WATER MAIN TESTING AND DISINFECTIONS	1	LS	\$427.31	\$ 427.31
4' TALL CONSTRUCTION FENCING	358	LF	\$ 4.20	\$ 1503.60
Bid Total				\$300,074.35

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- | | |
|---|--|
| 1. Employers Mutual Casualty Company, an Iowa Corporation | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 2. EMCASCO Insurance Company, an Iowa Corporation | 6. EMC Property & Casualty Company, an Iowa Corporation |
| 3. Union Insurance Company of Providence, an Iowa Corporation | 7. Hamilton Mutual Insurance Company, an Iowa Corporation |
| 4. Illinois EMCASCO Insurance Company, an Iowa Corporation | |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 24th day of FEBRUARY, 2014.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freel
 Michael Freel
 Assistant Vice President

On this 24th day of FEBRUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 24, 2014 on behalf of:
 THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of July, 2014. *J D Clough* Vice President

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Mera Excavating, LLC,

24 Scenic Acres Lane, Bonnots Mill, MO 65016

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company,

P.O. Box 712, Des Moines, IA 50306-0712

a Corporation, organized under the laws of the State of Iowa
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Three Hundred Thousand Seventy Four Dollars and 34/100 ----- Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated July 25, 2014 entered into a Contract with Owner for:

**BID NUMBER 32-17JUL14
MEYER INDUSTRIAL DR. & TOM BASS RD. AND
BONNE FEMME CHURCH RD. & TOM BASS RD. INTERSECTION IMPROVEMENTS
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or 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, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this

paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO, on this 25th day of July, 2014.

Mera Excavating, LLC
(Contractor)

(SEAL)

BY: Joan C Muenke
Employers Mutual Casualty Company
(Surety Company)

(SEAL)

BY: Thomas S. Naught
(Attorney-In-Fact)

BY: Thomas S Naught
(Missouri Representative)

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

Surety Contact Name: Kevin McCarty
Phone Number: 913-523-7136
Address: P.O. Box 25470
Overland Park, KS 66225-5470

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Mera Excavating, LLC,
24 Scenic Acres Ln., Bonnots Mill, MO 65016,
as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company,
P.O. Box 712, Des Moines, IA 50306-0712

a corporation organized under the laws of the State of Iowa, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and
firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and
benefit of claimants as herein below defined, in the amount of

Three Hundred Thousand Seventy Four Dollars and 34/100 --- DOLLARS

(\$ 300,074.34), for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated July 25, 2014 entered into a
contract with Owner for

**BID NUMBER 32-17JUL14
MEYER INDUSTRIAL DR. & TOM BASS RD. AND
BONNE FEMME CHURCH RD. & TOM BASS RD. INTERSECTION IMPROVEMENTS
BOONE COUNTY, MISSOURI**

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 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.

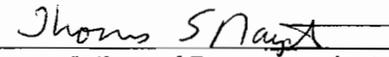
IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO on this 25th day of July 2014.

CONTRACTOR Mera Excavating, LLC (SEAL)

BY: 

SURETY COMPANY Employers Mutual Casualty Company

BY: Thomas S. Naught
(Attorney-In-Fact)

BY: 
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

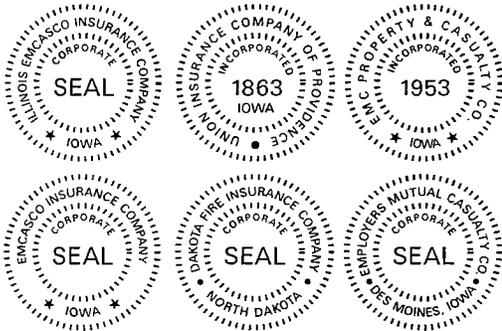
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 24th day of FEBRUARY, 2014.

Seals

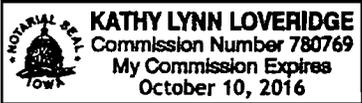


Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 24th day of FEBRUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 24, 2014 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of July, 2014. [Signature] Vice President

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Meyer Industrial Dr and Tom Bass Rd. and Bonne Femme Church Rd

Project No.: NA Tom Bass Rd Intersection Improvement

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Mera Excavating, LLC

By: Joan C Muenks
(Signature)

Joan C Muenks
(Print or Type Name)

Title: Majority Member

Address: 24 Scenic Acres Ln

City, State, Zip: Bonnots Mill MO 65016

Phone: 573 897 2522

Fax: 573 897 2522

Date: 7/17/14

COUNTY OF BOONE-MISSOURI
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=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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.**

An Affirmative Action/Equal Opportunity Institution

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

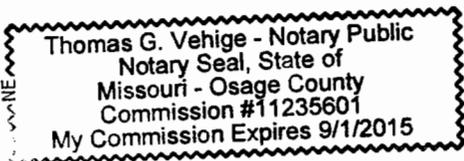
County of Osage)
State of Missouri)ss

My name is Joan C Muenks

I am an authorized agent of Mera Excavating, LLC (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 to this affidavit.**

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.



Joan C Muenks 7/16/14
Affiant Date
Joan C Muenks
Printed Name

Subscribed and sworn to before me this 16 day of July, 2014.

[Signature]
Notary Public

Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.

An Affirmative Action/Equal Opportunity Institution

NA

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name



Company ID Number: 220138

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Mera Excavating, LLC** (Employer) regarding the Employer'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), and 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 with available information that allows 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.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 220138

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Mera Excavating, LLC

Joan C Muenks

Name (Please Type or Print)

Title

Majority member

Electronically Signed
Signature

06/10/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed
Signature

06/10/2009

Date

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: Mera Excavating, LLC
2. Business Address: 24 Scenic Acres Ln
Bonnots Mill MO 65016
3. When Organized: 2/20/09
4. When Incorporated: 2/20/09
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:
5 years
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 100% except for subcontracting
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: _____
See Attached
12. List of projects currently in progress: None

* Attach additional sheets as necessary *

Contract Amount	Type of Work	When Completed	Location City and State	Project Owner's Name and Address
\$ 281,000.00	Subdivision	In Progress	Jefferson City, Mo	Shannon Brock 5422 Aberdeen Way Jefferson City Mo 65101
\$ 1,110,065.72	Road Improvement	December-13	Jefferson City, Mo	Cole County Public Works, Jefferson City, Mo
\$ 200,595.12	Airport Improvement	December-13	Linn Mo	Linn Technical College 1 Technology Dr Linn, Mo 65054
\$ 7,000.00	Blasting	November-13	Mt Sterling Mo	Ed Schiemper 2534 River Road Mt Sterling Mo 65062
\$ 41,550.00	Blasting	November-13	Jefferson City, Mo	Hutchins Telecom 35200 Maries Road Belle, MO 65013
\$ 13,912.88	Road Improvement	November-13	Loose Creek Mo	Tim Muenks 610 County Rd 602 Loose Creek, Mo 65054
\$ 27,649.00	Blasting	September-13	St Elizabeth Mo	Richard Otto 33 Lost Hill Rd St Elizabeth Mo
\$ 15,972.00	Blasting	August-13	Vienna Mo	Mike Dudenhoeffer Freeburg Mo
\$ 13,175.00	Lot Improvement	May-13	Toas Mo	Rocky Bruemmer Toas Mo
\$ 18,000.00	Blasting	March-13	Boliver Mo	Lehman Construction 900 Russellville Rd California Mo
\$ 19,713.43	Blasting	November-12	Meta, MO	Phillips Grading Booneville, Mo for MoDot
\$ 108,990.72	Parking Lot Improvement	October-12	Jefferson City, MO	Matt Herfurth 1073 Industrial Dr Osage Beach Mo
\$ 48,500.00	Blasting	September-12	Argyle, MO	Argyle Ball Park Argyle, Mo
\$ 75,643.76	Parking Lot Improvement	August-12	Westphalia, MO	Kent Trimble 3210 N Ten Mile Road Jefferson City, Mo
\$ 14,428.45	Blasting	June-12	Columbia, MO	Ken Kauffman 5401 Old Lohman Rd Jefferson City, Mo
\$ 29,342.81	Parking Lot Improvement	June-12	Jefferson City, MO	Dr. Ken Rowan 1312 Southwest Blvd Jefferson City, Mo
\$ 7,000.00	Blasting	July-12	Jefferson City, MO	Don Welch 6917 Ketterman Ln Jefferson City, Mo
\$ 496,222.11	Road Improvement	March-12	Jefferson City, Mo	Cole County, Jefferson City, Mo
\$ 59,000.00	Rap Processing	May-11	Rolla, Mo	Apac, Columbia Mo
\$ 53,730.00	Rap Processing	April-11	Marshall, Mo	Apac, Columbia Mo

\$ 84,433.78	Site Work	January-11	Boonville, Mo	State of MO Office of Adm Jefferson Cit
\$ 96,750.00	Site Work	September-10	Jefferson City, Mo	Leon Beck, Jefferson Cit
\$ 43,337.50	Site Work	October-10	Linn Mo	Osage County, Linn Mo
\$ 1,981,358	Site Work	August-10	Columbia Mo	University of MO, Columbia Mo

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Osage

Joan C Muentz, being first duly sworn, deposes and

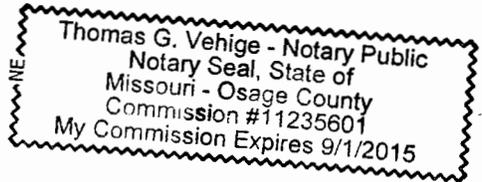
says that ~~he~~ is Majority Member
she (Title of Person Signing)

of Mera Excavating, LLC
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By Joan C Muentz
By _____
By _____



Sworn to before me this 16 day of July 2014

Notary Public [Signature]

My Commission Expires 9/1/15

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- () sole individual partnership () joint venture
- () corporation, incorporated under laws of the state of _____

Dated July 17, 20 14

Name of individual, all partners, or joint venturers:

Address of each:

Joan C Muenks

24 Scenic Acres Ln Bonnets Mill Mo 65016

Gregory J Muenks

24 Scenic Acres Ln Bonnets Mill MO 65016

doing business under the name of:

Address of principal place of business in Missouri:

Mera Excavating, LLC

24 Scenic Acres Ln Bonnets Mill Mo 65016

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation - show its name above)

ATTEST:

Joan C Muenks
(Secretary)

Majority Member
(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Osage

On this 16 day of July, 20 14

before me appeared Jean E. Sheets to me personally known, who, being by me first duly sworn, did say that ~~he~~^{she} executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that ~~his~~^{she} executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that ~~he~~^{she} is the Jean E. Sheets President or other agent

of Mera Excavating, LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Boonville, MO 7/16/14 the day and year first above written.

(SEAL) [Signature] Notary Public
Thomas G. Vehige - Notary Public
Notary Seal, State of Missouri - Osage County
Commission #11235601
My Commission Expires 9/1/2015

My Commission expires 9/1/15 20 15



MEYER INDUSTRIAL DR. & TOM BASS RD. AND BONNE FEMME CHURCH RD. & TOM BASS RD. INTERSECTION IMPROVEMENTS

Project Number: N/A

Bid Number: 32-17JUL14

CONSTRUCTION BID REQUEST

Contract Documents,
General Specifications,
Technical Specifications, and
Special Provisions

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet Thompson, District II Commissioner

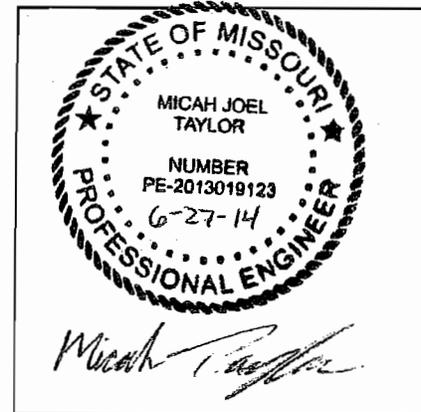
ENGINEER OF RECORD

BOONE COUNTY RESOURCE MANAGEMENT

Stan Shawver, Director
Derin Campbell, P.E., Chief Engineer

*PROJECT MANAGER

Micah Taylor, P.E.
Boone County Resource Management
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: (573) 886-4480
Fax: (573) 886-4340
E-mail: mtaylor@boonecountymo.org



Micah J. Taylor
Professional Engineer
MO Lic. # PE-2013019123

BOONE COUNTY PURCHASING

Amy Robbins, Senior Buyer
613 East Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: arobbins@boonecountymo.org

Boone County Resource Mgmt.
MO Engineering Corp. # NA
801 E. Walnut, Room 315
Columbia, MO 65201-7730
Phone: 573-886-4480
Fax: 573-886-4340

***TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER.**

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

Mera Excavating, LLC
LC0949066

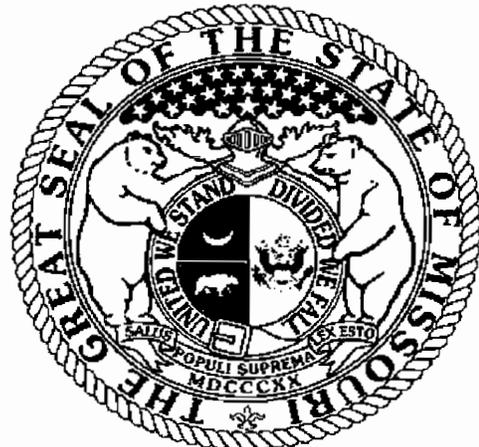
filed its Articles of Organization with this office on the 20th day of February, 2009, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 20th day of February, 2009, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 20th day of February, 2009.

Robin Carnahan

Secretary of State



JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Limited Liability Company Details as of 7/18/2014

- Fees & Forms
- FAC
- Corporations Home
- Business Outreach Office
- LLC Filings
- Corporation Filings
- SOS Home
- Contact Us

***Required Field**

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

RETURN TO
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ORDER COPIES:
CERTIFICATES

Select filing from the list.

Filing Type Amended and Restated Articles of Organization

FILE
ONLINE

General Information	Filings	Address	Contact(s)
Name(s) Mera Excavating, LLC		<u>Address</u>	
Type Limited Liability Company		Charter No. LC0949066	
Domesticity Domestic		Status Active	
Registered Agent Muenks, Joan		Date Formed 2/20/2009	
24 Scenic Acres Lane			
Bonnets Mill, MO 65016			
Duration Perpetual			
Managed by			

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.

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Search Results

Current Search Terms: Mera* excavating* LLC*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity
Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1972.20140711-1717



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 31st day of July 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement to effectuate the Application-Based Funding from the County to the Town of Harrisburg as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.

Done this 31st day of July, 2014.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

379-2014

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 31ST day of July, 2014, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Town of Harrisburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

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

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

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

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Twelve Thousand Three Hundred Thirty Three Dollars and Eighty Cents (\$12,333.80)** as determined by the formula for Year 2 of the 6-year cycle as described in the aforementioned

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

379-2014

Commission Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 463-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

379-2014

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

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

379-2014

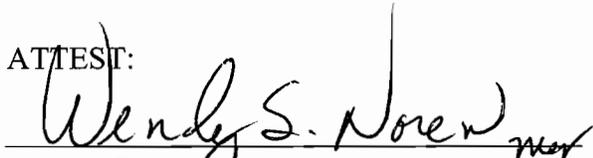
BOONE COUNTY

By:

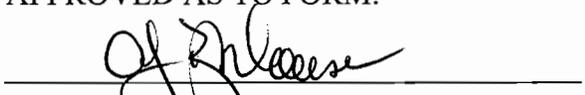

Presiding Commissioner

Date: 7-31-14

ATTEST:

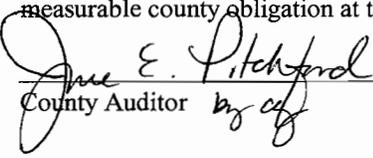

County Clerk

APPROVED AS TO FORM:


County Attorney

Boone County Auditor Certification:

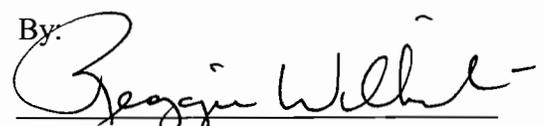
I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract.
(Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 7/23/14
County Auditor *by aff* Date

2049-71452

TOWN OF HARRISBURG

By:


Authorized City Representative

Date: 7/21/14

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 14

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of July

20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached First Amendment to Corrections Medical Service Agreement between Agara S. Reddy, M.D. and Boone County amending original Commission Order 145-2014.

Done this 31st day of July, 2014.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner

**FIRST AMENDMENT TO
CORRECTIONS MEDICAL SERVICE AGREEMENT**

THIS FIRST AMENDED AGREEMENT, dated the 31ST day of July, 2014, is made by and between Agara S. Reddy, M.D, referred to in this Agreement as "Psychiatrist," and Boone County, Missouri, through the Boone County Commission and Sheriff of Boone County, referred to in this Agreement as "County" and is intended to amend the Agreement entered into by and between the parties that was dated April 3, 2014 and approved in Commission Order 145-2014 (the "Original Agreement"):

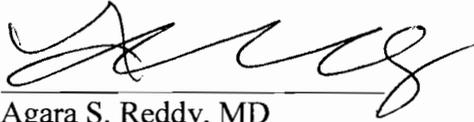
IN CONSIDERATION OF each party's performance of the obligations set forth in this Agreement, the parties agree to the following:

- A. **Section 2.2** of the Original Agreement is amended so as to contemplate an average of seven (7) hours of services per week for the time period July 1, 2014 through September 30, 2014, as a trial period of increased patient care services.
- B. **Section 3.1** of the Original Agreement is amended so as to contemplate an increase in the compensation due Psychiatrist from \$4,810.00 per month to \$5,612.00 per month for the months of July, August, and September, 2014.
- C. After the trial period is evaluated, the parties will consider entering into such further amended agreements as they mutually agree.

In all other respects not specifically modified herein, the Agreement dated April 3, 2014, approved by Boone County Commission Order 145-2014, shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Psychiatrist



Agara S. Reddy, MD

Boone County, Missouri

By: Boone County Commission



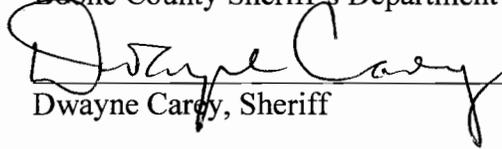
Dan Atwill, Presiding Commissioner

ATTEST:



Wendy S. Noren, Boone County Clerk

Boone County Sheriff's Department



Dwayne Carey, Sheriff

Approved as to legal form:



CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year during which it is written.

June Pitchford by [Signature]
Signature

7-17-14
Date

1255-85620
Appropriation Account(s)

381-2014

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 14

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of

July

20

14

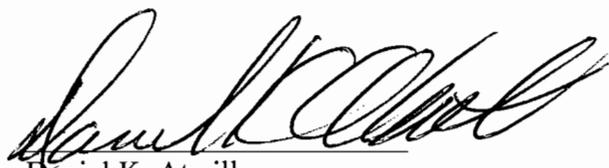
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached revised Administrative Procedures for County Purchasing Card.

Done this 31st day of July, 2014.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

COUNTY OF BOONE – MISSOURI

ADMINISTRATIVE PROCEDURES FOR COUNTY PURCHASING CARD



Boone County Treasurer

801 E. Walnut, Room 205

Columbia, MO 65201

Phone: (573) 886-4364

Fax: (573) 886-4369

Revised: March 10, 2009 for CPA System

Revised: September 27, 2012, Commission Order 468-2012

Revised: August XX, 2014, Commission Order XXX-2014

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Purchasing Cardholder Account Action Request	

Differences between the County's Purchasing Card & a Regular Credit Card:

This Purchasing Card (P-Card) operates similar to a regular credit card. However, as a P-Card, there are differences that you should be aware of:

1. Your department is responsible and liable for all charges made on your card. Unlike regular credit cards which have a limited liability if lost or stolen, the County *is liable* for all purchases made with a County P-Card.
2. The transactions charged to your P-Card are billed directly to the credit card company even though the name of the Cardholder is on the card. The merchant is paid by the credit card company, and the County is invoiced by the credit card company.
3. Your P-Card should be treated with extreme care. Remember, it is County property and you are responsible for its security. NEVER use the card to make a personal or prohibited purchase.
4. Guard your P-Card account number closely! Do not post it at your desk or write it in any place that is easily accessible to others.
5. The ONLY person entitled to use the P-Card is the CARDHOLDER whose name appears on the face of the card. DO NOT lend your card to another person for use.

Issuance of Purchasing Card:

- A. An Elected Official/Department Head identifies the need for a P-Card and fills out the *Purchasing Cardholder Account Action Request Form*. This form sets the limits on the card, identifies the Reconciler and Approving Official for the Cardholder, and authorizes the P-Card Administrator to order the card.
- B. The P-Card Administrator orders the card.
- C. The Cardholder reads the County Purchasing Card Policy and Administrative Procedures for County Purchasing Card, successfully completes the P-Card quiz, and signs the *Agreement to Accept the Terms of Use of a Purchasing Card Issued by the County of Boone – Missouri* before a card will be released. The Cardholder receives the card **in-person**
 - For cards issued to the Sheriff's Department, Leasa Quick obtains the signature on the agreement form and issues the card to the Cardholder.
- D. The Cardholder must sign the back of the P-Card in the presence of the P-Card Administrator.
 - For cards issued to the Sheriff's Department, Leasa Quick witnesses the Cardholder's signature on the P-Card.

- E. Cardholder's Approving Official or Reconciler must have Internet access to the credit card company's web site in order to review transactions.

How the Process Works:

Step 1 – Cardholder verifies appropriate funds are available in budget BEFORE making a purchase.

Step 2 – Cardholder makes a tax exempt purchase, obtaining discounts where possible.

After identifying a needed purchase that falls under the County's Purchasing Card Policy, obtain the best possible price. Remember many vendors offer government discounts.

The County has many term and supply contracts in place; continue using these in all appropriate circumstances. For a list of vendors for which a Term and Supply Contract exist, see <http://www.showmeboone.com/PURCHASING/>. It is the responsibility of the Cardholder to review these contracts to determine if these provide the best pricing.

Many of the purchases will be made at the store in person. Purchases may also be made over the phone, fax, mail, and over the Internet.

Ensure the purchase was made tax-exempt (i.e., exempt from in-state sales taxes). The County's tax exemption number is embossed on card, however many vendors will require a copy of the County's Sales Tax Exempt Letter. In the event a Missouri vendor will not honor the County's tax exemption, contact the Auditor's Office. Occasionally, other states will honor the County's tax exempt status, but this usually entails additional steps. Cardholders are encouraged to inquire about this possibility when purchasing from out-of-state vendors and may contact the Auditor's Office for assistance with the process.

Shipping/delivery costs must be inclusive within the total transaction cost and not billed separately.

Step 3 – Cardholder receives the goods and obtains a receipt.

When purchasing at a store, receive the goods and obtain a receipt at the time of purchase. Goods ordered by phone, fax or mail will be received in the mail or by freight carrier.

Every purchase must be documented with a receipt which will typically be a standard store receipt. If having a purchase shipped, request an invoice (marked paid) in addition to the packing slip in order to have adequate receipt that includes total costs. Under certain circumstances, such as magazine subscriptions, copies of the order forms will be acceptable as receipts.

Keep the charge slip attached to the receipt for each transaction. Keep all receipts for use in preparing *Transaction Envelopes*. All receipts must contain the following information (If not

provided by the merchant, the Cardholder must handwrite the missing information on the receipt):

- Date the purchase was made
- Merchant identification (name)
- An itemized description of items purchased, including quantity
- Per item cost
- Total Cost
- Cardholder identification (card account number and Cardholder name)

Remember: Save all P-Card receipts, invoice copies and detailed store cash register receipts. Proper documentation included with the *Transaction Envelope* is reviewed by the Auditor's Office and is mandatory.

If the original receipt, which is REQUIRED, is not available from the merchant or if it has been lost, your supervisor will be required to complete the *P-Card Affidavit for Missing Receipts Form*.

For Internet Purchases with P-Card:

- When placing an order from a web site, check to see if the site is running a secure web server by checking if the web address includes https:// or finding a key symbol in the lower left hand corner of the web browser. If the key is broken or the address does not include https://, the web server is not secure and your P-Card number will be sent across the Internet in plain text. By using an unsecure connection, someone intercepting your message would be able to read your P-Card number. If the key is solid or includes https://, the web server is running a secure web server software and your P-Card number will be encrypted. Encryption transforms data into unreadable form to ensure privacy. Departmental policies and good judgment should be used when ordering over the Internet.
- Payments processed through online retailers such as PayPal or Amazon.com is allowed. When completing the *Transaction Envelope*, the name of the original merchant is required in the beginning of the "Notes" section, before entering any other description
- Locate and follow the instructions for making the purchase on a tax-exempt basis. This may require a phone call to the vendor.
- **At the time the order is placed**, the individual employee making the electronic purchase is required to download a receipt or record of the order placed for future reference. Some e-companies provide you a confirmation of the order electronically and some do not. This process ensures a record of the transaction. The downloaded order documentation must be submitted with the *Transaction Envelope* for the items that have been charged for that period.
- **Cardholders are responsible for ensuring that items ordered and paid for are received.** If the items are not received as ordered, it is the sole responsibility of the individual Cardholder ordering the merchandise to contact the vendor and rectify the situation. Erroneous billings will be charged to the appropriate budget if the protested activity is not rectified.

- Additional caution must be made with regard to **shipping and handling charges**. Often the minimum charges for shipping and handling can exceed the savings or value the employee thinks they are obtaining in behalf of the County. It is not uncommon for the shipping and handling to be a large percentage of the total expenditure, canceling out any savings that would have been realized.

Step 4 – Cardholder verifies the goods received are what was ordered and works with merchant to correct any problems.

The Cardholder is responsible for working with a merchant to correct any problems with the goods received. Exchanges and credit transactions must be recorded on the *P-Card Affidavit for Missing Receipts Form* if a credit receipt is not available. If Cardholder cannot resolve the problem with merchant then the P-Card Administrator should be contacted.

Step 5- Cardholder completes optional *Purchasing Card Receipt Form*, obtaining Supervisor or Approving Official signature.

As deemed appropriate by a department, **each** Cardholder should complete the *Purchasing Card Receipt Form* for all purchases made, making sure that the original merchant cash register receipt and credit card receipt or invoice is attached, and obtain Approving Official signature. If the receipt will not fit in space provided, please write “ATTACHED” and staple to the form. For large departments, it is recommended that *Purchasing Card Receipt Form* be completed and forwarded to Reconciler (Submitter) for entry into the credit card company’s online Control Pay Advanced system (CPA System) on a **weekly** basis.

For conference or training-related hotel charges, attach a copy of the conference brochure (or other similar documentation) that indicates the conference name, date, and location to the P-Card hotel receipt in order to identify the conference dates. NOTE: Personal charges (extended days, internet, room service, movies, phone calls, etc...) should not be charged to the P-Card. The Cardholder should arrange for personal payment of all personal charges at the time of check-out so that the net charges to the P-Card consist of business-related expenses only. Conference and training related expenditures should be consistent with the Personnel Policy Manual, found at <http://www.showmeboone.com/HR/>.

P-Card transactions are available to Cardholders and Reconcilers (Submitters) on a daily basis as they are received by the bank per the credit card company’s web site (<https://controlpayadvanced.com>). **Each Cardholder is encouraged to review their transactions on a regular basis to ensure that a receipt has been received and turned in to the appropriate person for every item on the transaction report, and that all transactions are appropriate and correct.**

Step 6 –Reconciler (Submitter) will Assign Department/Account Codes in CPA System, using *Purchasing Card Receipt Forms* or original receipts as backup.

This can be done throughout the month as *Purchasing Card Receipt Forms* or receipts are received or as deemed appropriate by the Reconciler (Submitter).

When amounts are charged to the P-Card in error that will be refunded to the County, the transactions should be coded to fund-account 100-1215, Accounts Receivable – P-Card. For example, if sales tax is charged to the P-Card in error, the account code assigned to the sales tax in the CPA system should be 100-1215.

Step 7 –Reconciler (Submitter) will Reconcile Purchasing Card Receipt Forms or receipts and Create Transaction Envelopes for each Cardholder.

Monthly credit card statements are available for download from the credit card company’s web site (<https://controlpayadvanced.com>) the next business day following the 10th of each month. Statements should be printed and reconciled against the *Purchasing Card Receipt Forms* or receipts verifying that all transactions have a corresponding receipt with appropriate signature. Once all receipts are obtained, reconciler should log into the CPA System and create *Transaction Envelopes* to be submitted to Auditor’s Office **NO LATER** than the 20th of each month.

Before submitting the *Transaction Envelope* online through the CPA System to the Auditor’s office, verify that the amount on the *Transaction Envelope* agrees to the amount shown on the monthly credit card statement. Note: once a *Transaction Envelope* is submitted online, it cannot be modified.

When submitting the paper copy of the *Transaction Envelope* to the Auditor’s Office, arrange receipts and documentation in the order the transactions appear on the *Transaction Envelope*.

Disputing Transactions:

The County of Boone is liable for all purchases made with the P-Card. This liability is subject to negotiation written notification to the credit card company. The credit card company will investigate and determine whether the County is liable for the charge(s).

If there is a dispute about a transaction, the Cardholder should first try to resolve it with the merchant. If the Cardholder cannot resolve the dispute then they should contact the P-Card Administrator.

An example of a disputed charge is a double charge or if the department was delivered sub-standard goods or services.

If an item has been charged but has not been received, contact the merchant to verify shipment date. If the item has been or will be shipped soon, it is recommended that the charge be paid at the time of the monthly billing cycle.

Disputed amounts not resolved with the merchant must be declared by written notice to the credit card company within 60 days of receipt of the monthly credit card statement on which the disputed item(s) first appears.

Fraudulent Transactions:

A fraudulent charge is misuse of the program, either internally or fraud due to a lost or stolen card, or if an account number is to become compromised.

Immediately upon suspecting fraudulent transactions, the Cardholder must notify:

- **The credit card company, Commerce Bank: 1-800-892-7104**
- P-Card Administrator: 886-4364
- Approving Official of Cardholder's department

If Card is Lost or Stolen:

Immediately upon realizing the P-Card is lost, stolen or misplaced, the Cardholder must notify:

- **The credit card company, Commerce Bank: 1-800-892-7104**
- P-Card Administrator: 886-4366
- Approving Official of Cardholder's department
- Complete the *Report a Lost or Stolen Purchasing Card Form*

Note: The County of Boone is not liable for the payment of charges incurred if the use of a lost/stolen P-Card is **reported lost or stolen** via facsimile or telephone **within twenty-four (24) hours after the Cardholder learns of the loss or theft**. If the P-Card is not reported within this time frame, the County shall be liable for all charges associated with the lost or stolen card until the date the County notifies the credit card company of such loss or theft.

The Cardholder may be held liable for all charges incurred should they be determined to be negligent in reporting the card lost/stolen.

Cancellation of Cards:

The Cardholder will surrender and cease use of P-Card on termination of employment, whether for retirement, voluntary separation, resignation, dismissal, transfer or relocation. The Cardholder may also be asked to surrender the P-Card at any time deemed necessary by an Elected Official/Department Head, Approving Official or the P-Card Administrator.

The Approving Official must collect the card (and any outstanding receipts) at the time the employee's termination is made know. The department must notify the P-Card Administrator immediately via email or phone to cancel the card. A written explanation of the circumstances for cancellation must be sent to the P-Card Administrator within 48 hours of requesting the cancellation (*Purchasing Cardholder Account Action Request Form* should be used).

If a Cardholder transfers from one County department to another, the Approving Official must notify the P-Card Administrator to change the Cardholder's set-up to reflect that transfer and the date the transfer becomes effective. A new card will be ordered to reflect the correct department. (Again, the *Purchasing Cardholder Account Action Request Form* should be used).

Assigned Responsibilities:

The following is a summation of the responsibilities of the individuals and departments involved in the P-Card program.

Cardholder:

- Holds and secures P-Card.
- Confirms availability of funds prior to making purchases.
- Orders/Receives materials and services.
- Verifies there is no sales tax or back-orders included.
- Collects and saves sales receipts.
- Completes *Purchasing Card Receipt Form* as deemed appropriate by departments.
- Handles disputed items.
- Reviews expenditures with Cardholder's Supervisor/Approving Official in a timely manner.
- Complies with all County purchasing policies and P-Card policies and procedures.
- Cancels lost or a stolen card by notifying the P-Card Administrator and Elected Official/Department Head as soon as the loss is discovered.

Reconciler:

- Collects *Purchasing Card Receipt Forms* for the department to be processed for account debiting.
- Matches *Purchasing Card Receipt Forms* or original receipts to the Cardholder monthly credit card statement and completes the online *Transaction Envelope*.
- Assigns proper account codes for all transactions in CPA System.
- Process all *Transaction Envelopes* in a timely manner. Forwards *Transaction Envelopes*, and supporting receipts to the Auditor's Office by the 20th of each month.

Approving Official:

- Reviews all *Purchasing Card Receipt Forms* for all assigned Cardholders to ensure validity of transactions.
- Ensures that no sales tax or back-orders are included
- Confirms availability of funds in proper account codes.
- Verifies appropriateness of account codes (i.e. Account/Department).
- Complies with all County purchasing policies and P-Card policies and procedures.
- Monitors department activity to ensure there is no fraudulent intent or misuse of the program by department's Cardholders.

Elected Official/Department Head:

- Requests P-Card from P-Card Administrator.
- Sets departmental spending limits within established guidelines.
- Designates representatives responsible for authorizing charges.
- Collects cards from Cardholders upon severance of employment.
- Notifies the P-Card Administrator of cards that must be terminated.
- Complies with all County purchasing policies and P-Card policies and procedures.

Auditor's Office:

- Receives combined statement from the credit card company for monthly P-Card charges.
- Receives P-Card *Transaction Envelopes* from Reconcilers.
- Prepares ACH request, routes to Commission for signature and then to Treasurer for payment.
- Reviews completed P-Card *Transaction Envelopes* from department Reconcilers for the following:
 - Proper account coding and budgetary compliance;
 - Proper and complete documentation for all charges;
 - Compliance with P-Card acceptable use policies.
- Notifies Approving Official and P-Card Administrator of exceptions, violations, and/or discrepancies.
- Posts P-Card activity to accounting ledger, recording reimbursements, refunds, and all other amounts due to the County as receivables and follows-up as needed to ensure timely resolution.
- Prepares summary report of charges by department and routes to Commission for review and approval.
- Retains *Transaction Envelopes* and documentation in Auditor's Office.

Purchasing Department

- Conducts periodic reviews of P-Card transactions to ensure procurement and purchasing practices conform to the Purchasing Card Policy and County Purchasing Policy.

Purchasing Card Administrator (Treasurer's Office):

- Coordinates Purchasing Card Policy and serves as the primary contact with the credit card company and the liaison for individual departments.
- Maintains online Cardholder hierarchy for control and reporting purposes.
- Maintains dollar transaction limits for Cardholders; oversees any necessary and required modifications.

- Coordinates issuance and cancellation of cards. Processes properly authorized card requests and card changes. Retains P-Card files on each Cardholder and documents applicable P-Card activity in the file.
- Blocks merchant codes when appropriate.
- Maintains Purchasing Card Policy and Cardholder guides/manuals.
- Assists in resolving billing disputes, if required.
- Performs annual review of Purchasing Card Program and Cardholder transactions, Purchasing Card Policy, Purchasing Card Administrative Procedures and Purchasing Card Training.

Forms:

- A. ***Purchasing Cardholder Account Action Request:*** To initiate issuance of a new card or make changes to an existing card requires completion of *Purchasing Cardholder Account Action Request Form* by the employee's immediate supervisor and or Elected Official/Department Head. This form should be sent via inter-office mail or email to P-Card Administrator.
- B. ***Agreement to Accept the Terms of Use of a Purchasing Card Issued by the County of Boone - Missouri:*** Form signed by Employee upon completion of training, acknowledging receipt of P-Card and Purchasing Card Policy.
- C. ***Dispute Form:*** To dispute a charge to P-Card account, the Cardholder must complete the *Dispute Form* and return the form to the credit card company's office within 60 days from the posting date statement. Return by mail to PO Box 13607, Kansas City MO 64105 or Fax to (816) 760-7935 or email dispute@commercebank.com or commercial.card@commercebank.com.
- D. ***Report Lost or Stolen Purchasing Card:*** To report a lost or missing card, the Cardholder must complete the form and return the form to the credit card company's office: FAX number (816) 760-7935 or email dispute@commercebank.com or commercial.card@commercebank.com as soon as the card is discovered lost or stolen.
- E. ***Purchasing Card Receipt Form:*** For the Cardholder to document purchases made on P-Card.
- F. ***P-Card Affidavit for Missing Receipts:*** All purchases and returns require a receipt. In extreme circumstances, this form shall be completed by the Cardholder's Approving Official for purchases with no receipt documentation.

NOTE: The following forms are available on the County's Shared Drive located at S:\ALL\P-CARD

- Boone County *Purchasing Cardholder Account Action Request Form*
- Boone County *Purchasing Card Dispute Form*
- Boone County *P-Card Affidavit for Missing Receipts Form*
- Boone County *Report a Lost/Stolen Purchasing Card Form*
- Boone County *Purchasing Card Receipt Form*

If forms are accessed via the shared drive – please remember to save to your own computer before modifying, as these are the County wide forms that all Cardholders will need to use.

**AGREEMENT TO ACCEPT THE TERMS OF USE OF A PURCHASING CARD ISSUED BY
THE COUNTY OF BOONE – MISSOURI**

I, _____, hereby acknowledge receipt of a County of Boone Purchasing Card and *Purchasing Card Policy*. As a Cardholder, I agree to comply with the terms and conditions specified in this Agreement and the *Purchasing Card Policy*. I understand that the purchases I make using this Purchasing Card are limited in the dollar amounts indicated below:

Single Purchase Limit (between \$100 and \$2,500): \$ _____
Spending Limit per Month (from \$1,000 to \$10,000): \$ _____
Transaction Limit: #/day (not to exceed 10): _____

I understand that my Department at the County of Boone is liable to the credit card company for all of the charges made on this card. I agree to use this card for County of Boone purchases necessary to complete job-related tasks and agree not to charge personal or other non-county purchases which are not permitted or authorized under the purchasing card policy or this agreement. I understand that unauthorized use of this card or use of this card in violation of this agreement or purchasing card policy may subject me to criminal prosecution under state law and that the County of Boone will audit the use of this card and report any non-appropriate use. I further understand that any use of this card that is not in strict compliance with this Agreement may result in disciplinary action, up to and including, termination of employment. I understand and agree that I am personally liable for payment for and/or reimbursement to the County of Boone for unauthorized charges and for permitting an unauthorized person to use of this card for unauthorized purposes. In the event it is necessary for County of Boone to sue me for payment or reimbursement, I agree that in addition to any unauthorized or prohibited charges I am and will be liable for payment or reimbursement of any collection costs incurred by the County of Boone, including reasonable attorney's fees, court costs, and any other reasonable expenses incurred by the County of Boone in obtaining payment or reimbursement for unauthorized use of this card. If I am paid by the County, I authorize the County of Boone to deduct from my paycheck any amount charged on the card for anything other than bona fide County purchases. The County will notify me in writing of such deductions which will be applied to one or more paychecks as necessary until the amount is fully recovered. I agree to notify the County within seven days of this notice if I intend to appeal the deduction to the Boone County Commission. This authorization is extended to deductions from my last paycheck if I am leaving the employment of the County of Boone.

I understand that the County of Boone may terminate my right to use this card at any time. I agree to return the card to the County of Boone immediately upon request or upon termination of employment.

Applicant:

Employee Signature: _____ Date: _____
Department: _____

Purchasing Card Administrator: _____ Date: _____
Elected Official/Department Head: _____ Date: _____

Please print name of Approving Official for this employee: _____

Please print name of Reconciler for this employee: _____

Please assign a default account number which original purchases will be recorded:

_____.

EXPENDITURE WITHOUT RECEIPT

The following expenditure was incurred for County business for which no receipt was available:

Vendor: _____

Purchase via: _____ Store _____ Fax
 _____ Phone Order _____ Internet

Date of Purchase: _____

Total Amount: _____

<u>Item Description:</u>	<u>Qty.</u>	<u>Cost per item</u>
_____	_____	\$ _____ each
_____	_____	\$ _____ each
_____	_____	\$ _____ each
_____	_____	\$ _____ each
_____	_____	\$ _____ each
_____	_____	\$ _____ each
_____	_____	\$ _____ each
_____	_____	\$ _____ each

Reason no receipt was acquired:

I affirm that the above described expenditure was incurred during the performance of official County business and pertained to County business.

Cardholder Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

REPORT LOST OR STOLEN PURCHASING CARD

NOTE TO CARDHOLDER: **Immediately** upon discovering your card is missing, **phone Commerce Bank** at the number below. Follow up the call with this written confirmation by fax.

PHONE: 800 892 7104

FAX: 816-760-7935

Customer Service: This is a written confirmation to report a lost or stolen Purchasing Card.

Date:	
Account Number:	
Cardholder Name:	
Cardholder Address:	
Cardholder Phone Number:	
Time & Date that the lost card was reported to Commerce Bank (by phone):	
Name of Bank Personnel that the lost card was reported to:	
Reference Number:	

Cardholder Signature: _____ Date: _____

cc: Purchasing Card Administrator
Approving Official of Cardholder's Department

Purchasing Cardholder Account Action Request
County of Boone

<input type="checkbox"/> New Account	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Suspend Account	_____
<input type="checkbox"/> Re-activate Account	_____
<input type="checkbox"/> Change Limits (details below)	
<input type="checkbox"/> Authorization Override (details below)	
<input type="checkbox"/> Close Account (reason) _____	

CARDHOLDER INFORMATION:

Cardholder Name: _____
Cardholder Department: _____
Cardholder Email Address: _____
Cardholder Telephone #: _____

Reconciler for Cardholder _____
Approving Official for Cardholder _____

ACCOUNT CONTROLS (CARD LIMITS):

Max. \$ per Transaction (can be between \$100 - \$2,500) \$ _____
Max # of Daily Transactions (can be between 1 - 10) _____
Monthly Credit Limit (can be between \$500 - \$10,000) \$ _____

ACCOUNT AUTHORIZATION OVERRIDE:

Nature of Override: _____
Reason Requested: _____

Initial Contact w/ P-Card Admin made on ____/____/____ via _____
Date Override Expires: ____/____/____

Special Instructions: _____

____/____/____
Date of Request

____/____/____
Date Authorized

Departmental Approval

Purchasing Card Administrator

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 31st day of July 20 14

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

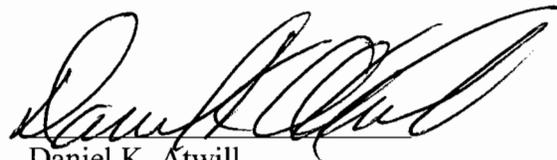
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Conference Room 301 by the Boone County Democratic Central Committee for the following days:

- August 14, 2014 from 7:30 p.m. to 9:00 p.m.
- August 23, 2014 from 11:00 a.m. to 12:00 p.m.

Done this 31st day of July, 2014.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner


Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Boone County Democratic Central Committee
Address: P.O. Box 1294
City: Columbia State: MO ZIP Code: 65205
Phone: 575-1245 Website: www.boonecountymos.org
Individual Requesting Use: Peg Miller Position in Organization: 449-6350
Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic 4214
Event: legislative Dist. Reorg Meetings
Description of Use (ex. Speaker, meeting, reception): meeting
Date(s) of Use: 8-14
Start Time of Setup: 7:30 AM/PM Start Time of Event: 9 7:45 AM/PM
End Time of Event: 9 AM/PM End Time of Cleanup: 9 AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Headquarters Coordinator Peg Miller
Phone Number: 449-6350 Date of Application: 7/29/14
Email Address: mupmusa@socket.net

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:
Wendy S. Nowe
County Clerk
DATE: 8-31-14

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet M. Thompson, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Boone County Democratic Central Committee

Address: P.O. Box 4294

City: Columbia State: MO ZIP Code: 65205

Phone: 875-1245 Website: www.boonecountydems.org

Individual Requesting Use: Peg Miller Position in Organization: 449-6350

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Legislative District Reorg. Meetings

Description of Use (ex. Speaker, meeting, reception): meeting

Date(s) of Use: 8-23-14 (Sat)

Start Time of Setup: 11:00 AM/PM Start Time of Event: _____ AM/PM

End Time of Event: _____ AM/PM End Time of Cleanup: 12:00 AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Peg Miller

Phone Number: 449-6350 Date of Application: 7-29-14

Email Address: mupmusa @ Socket.net

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymmo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 7-31-14