

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 10

County of Boone

In the County Commission of said county, on the

30th

day of December

20 10

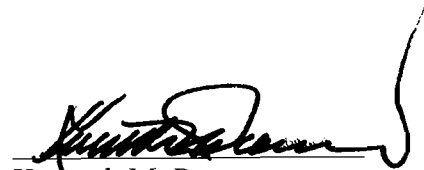
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize Presiding Commissioner Kenneth Pearson to sign Change Order # 3 in the amount of \$3,000.00 for the County Squire Neighborhood Improvement District Project.

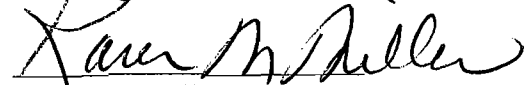
Done this 30th day of December, 2010.

ATTEST:

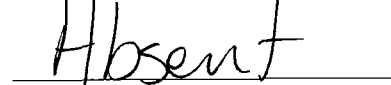
Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



BCRSD

Boone County Regional Sewer District

Clean water for your future

1314 North 7th Street
Columbia, MO 65201
p: 573-443-2774
f: 573-499-0489

www.bcrsd.com

DATE: 12/30/10

TO: Ken Pearson, Presiding Commissioner, Boone County
Karen M. Miller, District I Commissioner, Boone County
Skip Elkin, District II Commissioner, Boone County

FROM: Andy Lister *AML*

SUBJECT: Change order 3 for the Country Squire Sanitary Sewer
Neighborhood Improvement District (NID)

Construction of the Country Squire NID is complete and all 36 properties are now served by the Sewer District's Oberlin Valley treatment plant. The original Petition estimate of project cost was \$229,400. Of that number, \$161,728 was the estimate of hard construction costs. This final change order will bring actual hard construction costs to \$133,010. In addition, this project was approved for an ARRA stimulus funding grant covering approximately half the cost.

This final change order reflects reconciliation of contract quantities. Additional work to restore Sanderson lane and several driveways disturbed by construction required more gravel work than was anticipated by the engineer's estimate.

Therefore, I recommend approving proposed change order 3 with Emery Sapp and Sons, Inc. If you concur a motion to that effect would be appropriate.

C: File June Pitchford
Lisa Roland

Jan Fugit
Caryn Ginter

Tom Ratermann
Kristina Johnson

Change Order No.: Three (3)

Date: 12/30/2010

Project Location: Country Squire Neighborhood Improvement District

Contractor: Emery Sapp & Sons, Inc..

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

Purpose of change: Repair and restore gravel surfaces beyond the estimated quantities.

Description of Changes: (See attached Description of Changes – Change Order 3)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

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

Contract Amount: Add to the Contract Amount a total of Three Thousand and 00/100 Dollars (\$3,000.00).

ACCEPTED:

CONTRACTOR: Emery Sapp & Sons, Inc.

SIGNATURE  AUTHORIZED REPRESENTATIVE

DATE 1/3/11

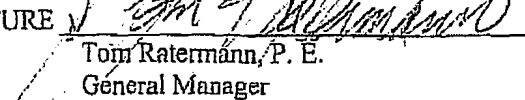
APPROVED: Boone County

SIGNATURE  KEN PEARSON, PRESIDING COMMISSIONER

DATE 12/30/2010

PREPARED:

BOONE COUNTY REGIONAL SEWER DISTRICT:

SIGNATURE  TOM RATERMANN, P. E.
GENERAL MANAGER

DATE 1/3/11

STATEMENT OF CONTRACT AMOUNT:

Original contract amount	\$ 126,809.50
Previous additions	\$ 3,200.50
TOTAL	\$ 130,010.00
Previous deductions	\$ -
TOTAL	\$ 130,010.00
Net prior to this change	\$ 130,010.00
Amount of this change X Add <u> </u> Deduct	\$ 3,000.00
Contract amount to date	\$ 133,010.00

DESCRIPTION OF CHANGES – CHANGE ORDER NUMBER 3

The purpose of this change order is to reconcile final contract quantities to repair gravel road and gravel driveways beyond plan quantities, which were disturbed by construction.

The proposed changes shall cover all work incidental to the stated purpose. You are hereby directed to proceed promptly with the changes in the Contract Documents.

TOTAL ADDITIONS:

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
12	Crushed rock backfill and surface repair	203.39	LF	\$ 14.75	\$ 3,000.00

PROPOSED CONTRACT NET PRICE INCREASE THIS CHANGE ORDER:

\$3,000.00

CHANGE IN CONTRACT TIME: None

609-2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 63-07Dec10 Ammunition, to Gulf States Distributors. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.

Done this 30th day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: December 28, 2010
RE: 63-07DEC10 - Ammunition Term and Supply

The Bid for Sheriff's Department Ammunition Term and Supply closed on December 07, 2010. Three bids were received. Purchasing and the Sheriff's Department recommend award to Gulf States Distributors for offering the lowest and best bid for Boone County.

This is a term and supply contract. Contract will be paid from departments 1251- Sheriff, 1255 - Corrections, 2901 – Sheriff Operation LE Sales Tax, Account Number 23200 - Ammunition. \$18,598.00, \$3,665.00, and \$31,628.00 are budgeted respectively.

Attached is the Bid Tabulation.

ATT: Bid Tabulation

cc: Leasa Quick, Sheriff's Department
Bid File

**PURCHASE AGREEMENT
FOR
AMMUNITION**

THIS AGREEMENT dated the 30 day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gulf States Distributors**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ammunition**, County of Boone Request for Bid, bid number **63-07DEC10**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **November 23, 2010** and executed by **Charles Dees**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this purchasing agreement, the Introduction and General Conditions of Bidding, this Purchasing Agreement, the Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 01, 2011** and extend through **December 31, 2011** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Ammunition** as specified and responded to in the bid specifications. **Gulf States Distributors** has been awarded the contract for the following products:

Available in order quantities by the case

4.7.1. CTS Super Sock 12 Gauge	\$6.15/per bullet
4.8.1. American Eagle 9mm, 115 Grain Ball FMJ	\$.0152/per bullet
4.9.1..308 Federal 165 Grain Tactical Rounds	\$1.35/per bullet
4.9.2. 12 Gauge Slug: Hollow Point Rifled Slug 2-3/4"	\$0.41/per bullet
4.9.3. 12 Gauge 00 Buck. 8 Pellets 2-3/4"	\$0.356/per bullet
4.9.4. 12 Gauge Bird Shot Game Load, #8 shot 2-3/4"	\$0.28/per bullet
4.9.5. Federal American Eagle #AE223: .223 , 55 Grain FMC	\$0.29/per bullet
4.9.7. .40 S&W Cal New Brass Practice Ammo, JHP, 180 Grain	\$0.23/bullet

All products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Delivery - Contractor agrees to deliver the equipment as stated above to the Boone County Sheriff's Department within The allotted time listed in the Contractor's Bid Response. All deliveries are to be FOB destination.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

GULF STATES DISTRIBUTORS
by Chuck Lee
title Pres

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

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford 12/30/10 1251, 2901, 1255/23200 - Term and Supply
Signature Date Appropriation Account
no encumbrance required

610 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 10

County of Boone

} ea.

In the County Commission of said county, on the

30th

day of

December

20

10

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

Now on this day the County Commission of the County of Boone does hereby approve the Public Works request for sole source purchase 100-123111SS Parts for Henke Snow Plows from Henke Manufacturing Corporation.

Done this 30th day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 27, 2010
RE: Sole Source Purchase – 100-123111SS – Parts for Henke Snow Plows

The Public Works Department requests permission to utilize Henke Manufacturing Corporation of Leavenworth, Kansas as a sole source vendor to purchase parts for Henke brand snow plows. Henke Manufacturing Corporation is the only feasible source available to provide a comprehensive parts supply.

Attached is the sole source request form for signature submitted by the Public Works Department.

ATT Sole Source Request

cc: Greg Edington, PW
Bid File

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Public Works
Person Requesting	Greg Edington
Date Requested	12/27/2010
Contact Phone Number	573-449-8515

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

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt Signature 12-27-10 Date

SOLE SOURCE NUMBER: 100-1231155
(Assigned by Purchasing)

COMMISSION APPROVAL: [Signature] Signature 12/30/2010 Date

Expiration Date: 20 through 01-30-11 One Time Purchase (check)

Vendor Name	Henke Manufacturing Corporation
Vendor Address	3070 Wilson Avenue, Leavenworth KS 66048
Vendor Phone and Fax	1-888-682-9010
Product Description	Snow Plow Parts
Estimated Cost	Not known – replacement parts as needed for plow repair
Department/Account Number(s) Invoices Will Be Paid	2040-60200

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

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

- Other - List (attach additional sheets if necessary)
-

2. Briefly describe the commodity/material you are requesting and its function.
Parts to repair snow plows
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
Parts are specific to the plows that are owned by the County.
4. What research has been done to verify this vendor as the only known source?
Internet research revealed only a few other vendors had cylinders but no comprehensive parts supply.
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
Yes, most parts have to be compatible with the specific plows.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
The Department currently utilizes Fourteen (14) Henke plow units for use with the tandem dump trucks.
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
Subsequent purchases from Henke MFG will be for repair parts for existing plows which were originally purchased over the past 15 years off of competitive bids.
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers.
Parts for plows have been purchased every year from Henke. The plows that the Department utilizes are getting enough age and use that they are requiring more expensive repair parts. In the past, parts could be purchased within purchasing policy guidelines without utilizing a Sole Source approval.
10. What are the consequences of not securing this specific commodity/material?
The Department would have to "down" equipment that cannot be fixed resulting in a detrimental impact to snow removal operations.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
The Department would need to utilize the approval for the life of the plows.

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



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

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

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: December 27, 2010

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

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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

Parts for Henke brand Snow Plows to be purchased from Henke Manufacturing Corporation.

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, January 4, 2011**. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mboobbitt@boonecountymmo.org.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion date: Wednesday, December 29, 2010
COLUMBIA MISSOURIAN

Page : 1 of 1 12/27/2010 13:02:47

Order Number : 30972903
PO Number :
Customer : L8864390 Boone Co. Purchasing
Contact :
Address1 : 601 E. Walnut, Room 205
Address2 :
City St Zip : Columbia MO 65201
Phone : (573) 886-4392
Fax : (573) 886-4390
Credit Card :
Printed By : Richison, Susan
Entered By : Richison, Susan

Keywords : Parts for Henke brand Snow Plows to be purchased f
Notes :
Zones :

Ad Number : 30983389
Ad Key : 30972903
Salesperson : 67 - Legal Acct
Publication : Columbia Missourian
Section : Classified Section
Sub Section : Classified Section
Category : Legal Notices 1300
Dates Run : 12/29/2010-12/29/2010
Days : 1
Size : 1 x 2.90, 29 lines
Words : 138
Ad Rate : Open
Ad Price : 18.85
Amount Paid : 0.00
Amount Due : 18.85

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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

Parts for Henke brand Snow Plows to be purchased from Henke Manufacturing Corporation.

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 9:30 a.m. on Tuesday, January 4, 2011. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

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

Melinda Bobbitt, CPPB
Director, Boone County Purchasing
Insertion date: Wednesday, December 29, 2010

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



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

To: Ruby Wheeler
rwheeler@tribmail.com

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: December 27, 2010

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

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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

Parts for Henke brand Snow Plows to be purchased from Henke Manufacturing Corporation.

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **9:30 a.m. on Tuesday, January 4, 2011**. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

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

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion date: Wednesday, December 29, 2010
COLUMBIA TRIBUNE

**NOTICE OF INTENT
TO MAKE SINGLE FEASIBLE
SOURCE PURCHASE**

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

Parts for Henke brand Snow Plows to be purchased from Henke Manufacturing Corporation.

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 9:30 a.m. on Tuesday, January 4, 2011. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201. Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail:

mbobbitt@boonecountymo.org

Melinda Bobbitt, CPPB Director
Boone County Purchasing

INSERTION DATE: Wednesday,
December 29, 2010

Melinda Bobbitt - FW: Sole Source Advertisement: Henke Brand Snow Plow Parts

From: "McDonald, Pati" <pemcdonald@columbiatribune.com>
To: <MBOBBITT@BOONECOUNTYMO.ORG>
Date: 12/27/2010 1:38 PM
Subject: FW: Sole Source Advertisement: Henke Brand Snow Plow Parts
Attachments: 1274270.pdf

Hey Melinda, Ruby is out today, but I took care of the ad and have attached it for your approval. Total cost is \$33.82 Thanks,

Pati McDonald

From: Henry, Jeremy
Sent: Monday, December 27, 2010 13:30
To: McDonald, Pati
Subject: FW: Sole Source Advertisement: Henke Brand Snow Plow Parts

From: Wheeler, Ruby
Sent: Monday, December 27, 2010 12:58
To: Henry, Jeremy
Subject: FW: Sole Source Advertisement: Henke Brand Snow Plow Parts

From: Melinda Bobbitt[SMTP:MBOBBITT@BOONECOUNTYMO.ORG]
Sent: Monday, December 27, 2010 12:57:58 PM
To: Wheeler, Ruby; Wheeler, Ruby
Subject: Sole Source Advertisement: Henke Brand Snow Plow Parts
Auto forwarded by a Rule

Ruby,
See attached ad.
Thanks,
Melinda

611 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of December 20 10

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


Now on this day the County Commission of the County of Boone does hereby approve the request by the Sheriff's Department to dispose of the following vehicle through the Missouri Auto Auction:

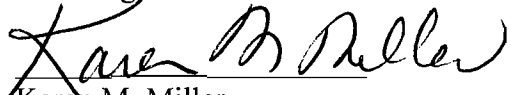
Year	Description	Approximate Mileage	VIN #	Condition
2005	Ford Crown Victoria	92,456	2FAFP71W65X105030	Fair

Done this 30th day of December, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

TO: Boone County Commission

FROM: Melinda Bobbitt, CPPB
 Director of Purchasing

DATE: December 27, 2010

RE: Vehicle Disposal

Sheriff's Ford Crown Victoria vin number 2FAHP71W66X159597 is being transferred to Circuit Court Services. Purchasing is requesting commission approval to dispose of Circuit Court Services current vehicle through the Missouri Auto Auction.

AUCTION THROUGH MISSOURI AUTO AUCTION FROM CONTRACT 10-23MAR10				
Year	Description	Approximate Mileage	VIN #	Condition
2005	Ford Crown Victoria	92,456	2FAFP71W65X105030	fair

cc: Disposal File
 Greg Edington, PW
 Chad Martin, Leasa Quick, Dwayne Carey, Sheriff
 Susan Wells, Clerk
 Caryn Ginter, Auditor

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 12/23/10

FIXED ASSET TAG NUMBER: 14670

DESCRIPTION: 2006 Police Interceptor (Crown Victoria) automobile

REQUESTED MEANS OF DISPOSAL: Auction

OTHER INFORMATION: VIN = 2FAFP71W65X105030

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Avoid cost of repairs and approx. 8 hours labor.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Removal to auction – on or after 12/28/10

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Court Services 1210 SIGNATURE Kathy [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 10/19/2004 RECEIPT INTO 1190-3835

ORIGINAL COST 19,827.00 GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731 GRANT NAME _____

ASSET GROUP 1665 % FUNDING _____

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

____ TRADE AUCTION _____ SEALED BIDS _____

____ OTHER EXPLAIN no Auction, contract 10-23 MAR10

COMMISSION ORDER NUMBER 611-2010

DATE APPROVED 12/30/2010

SIGNATURE [Signature]

BOONE COUNTY

RECEIVED

AUG 20 2010

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

BOONE COUNTY AUDITOR

DATE: 8-20-2010 FIXED ASSET TAG NUMBER: 15624

DESCRIPTION: FORD CROWN VICTORIA - VIN/ 2FAHP71W66X159597

REQUESTED MEANS OF DISPOSAL: AUCTION

OTHER INFORMATION: N/A

CONDITION OF ASSET:

REASON FOR DISPOSITION: MILES

COUNTY / COURT IT DEPT: DOES DOES NOT WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: 8-20-10

DEPARTMENT: SHERIFF

SIGNATURE [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 7/31/2006

RECEIPT INTO 1190-3835

ORIGINAL COST 20,722.00

Grant Funded - Y

ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1605

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME Circuit Court Services NUMBER 1210

LOCATION WITHIN DEPARTMENT Pete Bakker

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 611-2010

DATE APPROVED 12/30/2010

SIGNATURE [Signature]

612 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve the renewal of the attached list of sole source vendors for Fiscal Year 2011.

Done this 30th day of December, 2010.

ATTEST:

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

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

From: Melinda Bobbitt
To: Kristina Johnson
Date: 12/21/2010 3:03 PM
Subject: Sole Source Approved List of Vendors for 2011
Attachments: Sole Source Renewals for 2011.doc; 2011 sole source spreadsheet.xls

Kristina,
Please add as a 1st Reading on December 28 and 2nd Reading on December 30.
Thanks,
Melinda

Melinda Bobbitt, CPPB
Director of Purchasing
Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Telephone: (573) 886-4391
Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

For all the latest news from Boone County Government, subscribe to the Boone County News Listserv at [WWW.SHOWMEBOONE.COM](http://www.showmeboone.com) (<http://www.showmeboone.com/>)!

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: December 22, 2010
RE: Sole Source Renewals for 2011

Purchasing has received requests from departments to renew on-going sole source approvals. We are requesting approval to renew the attached list of sole source vendors for another year, ending on December 31, 2011. The 2011 list of vendors was advertised in the Columbia Missourian and the Columbia Tribune on December 23, 2010.

ATTACHMENT: 2011 Sole Source List

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 58-19Nov10 Fencing and Appurtenances, to Custom Fence. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 30th day of December, 2010.

ATTEST:

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

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

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: December 22, 2010
RE: 58-19NOV10 – Fencing and Appurtenances Term and Supply

The Bid for Fencing and Appurtenances Term and Supply closed on November 19, 2010. Only One bid was received. Purchasing and the Public Works department recommend award to Custom Fence, for offering the lowest and best bid for Boone County.

This is a term and supply contract and invoices will be paid from department 2040 – PW Maintenance/Operations, account 71100 – Outside services. \$10,000.00 is budgeted for this service.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

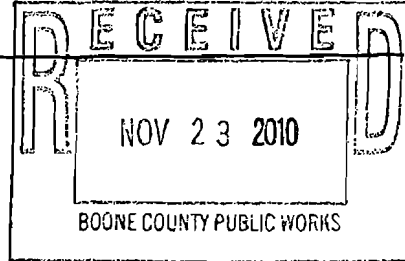
cc: Derin Campbell,
Bid File

Boone County Purchasing

Tyson Boldan,
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390



TO: Chet Dunn
Road Maintenance Superintendent

FROM: Tyson Boldan,
Buyer

DATE: November 22, 2010

RE: Bid Award Recommendation 58-19NOV10 – Fencing and Appurtenances Term
and Supply

Attached is the bid tabulation for the bid response received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2040

Account Number: 71100

Budgeted: \$ 10,000

Award Bid to by low bid to Custom Fence.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: Derin Campbell Date: 11/23/10
Derin Campbell

**PURCHASE AGREEMENT
FOR
FENCING AND APPURTENANCES**

THIS AGREEMENT dated the 30th day of December 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Custom Fence** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Fencing and Appurtenances**, County of Boone Request for Bid number 58-19NOV10, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **November, 14 2010** and executed by Michael Small, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchasing Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2011** and extend through **December 31, 2012** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for three (3) **additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

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

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

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

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

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

CUSTOM FENCE

by Michael Smell
 title PRES.
 address RR1 Box 165-S
Memphis MO, 63555

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

of Noren
 County Counselor

ATTEST:

Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Jane E. Pitchford
 Signature

12/23/10
 Date

Department: 2040
 Account: 71100 Term/Supply

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve Amendment # 1 to Order # 570-2002 to the mileage reimbursement policy for the Boone County Commission. The amended policy is as follows:

The Boone County Commission adopted procedures pursuant to Chapter 50.333.10 RSMo with the 1998 budget cycle which allows for a monthly stipend for mileage reimbursement. As part of the responsibility of the Commission regular meetings with constituents and other local government officials take place outside the county office. The monthly stipend shall cover local mileage only. This stipend is based on the Commissioners traveling approximately 371 miles per pay period. The yearly rate of the stipend per mile traveled will be based on the IRS rate. Local mileage shall be considered to be anything inside of the Boone County border.

Non-local mileage shall include travel to and from meetings necessary for official county business outside Boone County and shall be reimbursed at the standard IRS rate. Reimbursement will be paid by utilizing the standard county form.

Done this 30th day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

From: Kristen Pettit
To: Kristina Johnson
Date: 12/27/2010 5:23 PM
Subject: commission order for mileage reimbursement

Hi Kristina,

The commission wants to alter its mileage reimbursement stipend. The stipend was originally approved on commission order 570-2002. I have a copy of the original order and the changes that they want to make. I think it should go on the agenda tomorrow or Thursday. I may be in a little later in the morning, so I doubt it I will have time to go over this with you. If you want to put in on Tuesday's agenda, June will know about it if I'm not there in time. We weren't sure what procedures were needed to get this ready for commission approval.

The commissioners previously had 472(presiding) and 320 (each associate). So I took the total mileage and split it between the 3. $(1112/3) = 370.67$

Thanks,
Kristen

Mileage Reimbursement Policy for the County Commission

The Boone County Commission adopted procedures pursuant to Chapter 50.333.10 RSMo with the 1998 budget cycle which allows for a monthly stipend for mileage reimbursement. As part of the responsibility of the Commission regular meetings with constituents and other local government officials take place outside the county office. The monthly stipend shall cover local mileage only. This stipend is based on the ~~Presiding Commissioner~~ traveling approximately ~~372~~³⁷¹ miles/pay period and the ~~Associate Commissioners~~ ~~320 miles/pay period~~. The yearly rate of the stipend per mile traveled will be based on the IRS rate. Local mileage shall be considered to be anything inside of the Boone County border.

Non-local mileage shall include travel to and from meetings necessary for official county business outside Boone County and shall be reimbursed at the standard IRS rate. Reimbursement will be paid by utilizing the standard county form.

Commissioner's Vehicle Allowance Calculation - FY2011
 Prepared by Auditor's Office

	Estimated Miles per Pay Period		2011 IRS Reimbursement Rate	=	Vehicle Allowance per Pay Period	x	Number of Pay Periods per Year	=	Vehicle Allowance per Year
Presiding Commissioner	371	x	0.510	=	189.04	x	26	=	4,915.08
Associate Commissioner	371	x	0.510	=	189.04	x	26	=	4,915.08
Associate Commissioner	371	x	0.510	=	189.04	x	26	=	4,915.08
Total									<u>14,745.25</u>

615 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve Amendment # 1 to Order # 350-2010 granting change-order authority in the amount of \$7,500.00 per change order for the Government Center and Johnston Paint construction projects, from Presiding Commissioner Ken Pearson to Commissioner Skip Elkin.

Done this 30th day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

350 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } July Session of the July Adjourned Term. 20 10
County of Boone } ca.


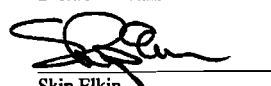
In the County Commission of said county, on the 20th day of July 20 10

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

Now on this day the County Commission of the County of Boone does hereby grant change-order authority to Presiding Commissioner Ken Pearson in the amount of \$7,500.00 per change order for the Government Center and Johnston Paint construction projects.

Done this 20th day of July, 2010.

ATTEST:
Wendy S. Norents
Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner
Absent
Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

From: Ken Pearson
To: June Pitchford; Kristina Johnson
Date: 7/13/2010 9:26 AM
Subject: Re: Change Order Authority for Ken Pearson (GC & JP projects)

CC: Lisa Roland
That's right.

Thanks.

Ken

Ken Pearson
Presiding Commissioner
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201-7732
1.573.886.4305
kpearson@boonecountymo.org

>>> June Pitchford 7/13/2010 9:24 AM >>>

Kristina,
I believe the commission needs to grant change-order authority to Ken up to the agreed-upon amount for the Government Center and Johnston Paint construction projects. I think the amount is \$7500 per individual change order, but you will need to confirm with Ken.

The commission order language can be modeled after CO #598-2009 (CO granting Karen Miller Change Order authority for the Sheriff's Annex building.)

If you have questions, please follow-up with Ken.

Thanks,
June

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby approve and accept the Settlement Agreement between the Missouri Department of Natural Resources, the County of Boone, Missouri, the City of Columbia, Missouri, and the University of Missouri, for the MS4 permit appeal. The terms of this settlement are stipulated in the attached contract. It is further ordered Commissioner Karen M. Miller is hereby authorized to sign said agreement.

Done this 30th day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

SETTLEMENT AGREEMENT

This Settlement Agreement (hereafter "Agreement") is made by and between the Missouri Department of Natural Resources (hereinafter the "Department"), County of Boone, Missouri, City of Columbia, Missouri, and University of Missouri (hereafter "Permittees"). The Department and Permittees are collectively referred to herein as the "Parties."

WHEREAS, Permittees sought renewal of their general Missouri State Operating Permit (hereafter "Permit") on or about November 9, 2007, in compliance with 10 CSR 20-6.200;

WHEREAS, the Department issued the Permit on or about June 13, 2008;

WHEREAS, the Permittees appealed several Permit conditions by filing Appeal No. 08-1297 CWC with the Administrative Hearing Commission on July 14, 2008;

WHEREAS, the Parties desire to amicably resolve the issues raised in Appeal No. 08-1297 CWC without additional litigation, expense, or delay;

WHEREAS, the Parties have negotiated a resolution of the issues raised in Permit Appeal No. 08-1297 CWC, as set forth and memorialized herein;

WHEREAS, the Parties agree that this Agreement and the terms and conditions of the final Permit, attached hereto as Exhibit A and incorporated by reference herein, are in the best interests of the Parties and the State of Missouri.

WHEREAS, the compromise and settlement contained in this Agreement was negotiated at arms-length and made in good faith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The terms of this contract are legally enforceable, binding and not merely recitals. Except as otherwise provided herein, neither this Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

2. Each of the Parties shall be responsible for all of their own costs and attorneys' fees relating to Permit Appeal No. 08-1297 CWC, including costs and attorneys' fees associated with the negotiation and implementation of this Agreement.

3. Each party represents that it has carefully read and fully understands all of the provisions of this Agreement, and that it is freely, knowingly and voluntarily entering into this Agreement. Each party represents and acknowledges that in executing this contract it does not rely and has not relied upon any representation or statement not set forth herein made by the other party or by any of the other party's agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the successors of each.

5. This Agreement completely integrates and embodies the terms and conditions reached and agreed upon by the parties and supersedes all previous written or oral agreements concerning Appeal No. 08-1297 CWC.

6. Each party understands and acknowledges that it has had the opportunity to and is hereby advised to consult attorneys of its own choosing prior the execution of this Agreement, that it has carefully read and fully understands all of the provisions of

this Agreement, and that it is freely, knowingly and voluntarily entering into this Agreement.

7. This Agreement is the joint work product of the parties. It is agreed and understood that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event any language or provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language, consistent with the parole evidence rule. This Agreement shall be interpreted under the laws of the State of Missouri.

8. The parties to this Agreement understand that the Department will maintain this contract as an open record of the Department as required by Chapter 610, RSMo.

9. A copy of this Agreement shall have the same force as the original.

10. This Agreement may be executed in any number of counterparts, all of which together shall constitute but one original document. Either a party or its attorney may execute this Agreement on the party's behalf. The undersigned representative of each party certifies that he or she is fully authorized to enter into the terms of this Agreement and to execute and fully bind the party for whom he or she is signing.

11. The Agreement shall become effective upon execution by the Department.

12. The execution of this Agreement shall not, under any circumstances, be construed as an admission by any party of any liability or any question of law with respect to any matters contained herein. This Agreement shall not constitute or be used

as evidence or an admission of any liability or fact or a concession of any question of law by any party.

13. On November 24, 2010, the Department placed on public notice the final Permit for the Permittees' storm sewer system for 30 days (Exhibit A, found at <http://dnr.mo.gov/env/wpp/permits/pn/0136557.pdf>).

14. The Department shall issue a final Permit within 30 days after the close of the public comment period.

15. If, after the expiration of the public notice period, the Department issues the final Permit reflected in Exhibit A, the Permittees agree to voluntarily dismiss Appeal No. 08-1297 CWC.

16. If, after the expiration of the public notice period, the Department issues a final permit with terms that materially differ from Exhibit A, the Department agrees that the Permittees will proceed with Appeal No. 08-1297 CWC. The term "materially differ" shall include any substantive changes to the terms of the final Permit reflected in Exhibit A, but shall not include minor, non-substantive changes such as correction of typographical errors, numbering, and formatting.

17. The Permittees agree to submit a revised Stormwater Management Plan ("SWMP") within 90 days of issuance of the final Permit.

18. Within 15 days of the Permittees' submission of a revised SWMP, the Permittees agree to cause a notice of the fact that it has submitted a revised SWMP to be published in some public newspaper published in the County of Boone for the following three consecutive Sundays. The notice shall direct interested persons to an internet link through which a full copy of the revised SWMP will be available.

19. The Permittees agree to make a full copy of their revised SWMP available on the internet and to accept comments on the revised SWMP for 30 days from the first date that notice of the plan is published and to accept comments. At the end of the 30 day period, the Permittees will submit documentation to the Department demonstrating compliance with Paragraph 18 of this Agreement.

20. The Permittees jointly agree to remit an annual fee in the amount of \$ 2,350.00 to the Department for the issuance of the final Permit, pursuant to § 644.052.4(2), RSMo.

IN WITNESS WHEREOF, the Parties, by and through their authorized signatories execute this Agreement.

**MISSOURI DEPARTMENT OF
NATURAL RESOURCES**

John Madras, Director
Water Protection Program

Date

CHRIS KOSTER, ATTORNEY GENERAL

Timothy P. Duggan
Assistant Attorney General

Date

BOONE COUNTY, MISSOURI

Karen M. Miller
Commissioner, District 1

Date

CITY OF COLUMBIA, MISSOURI

William H. Watkins
City Manager

Date

UNIVERSITY OF MISSOURI

Jacquelyn K. Jones
Vice Chancellor for Administrative Services

Date

617 -2010

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of December 20 10

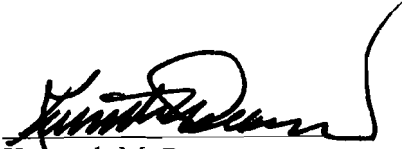
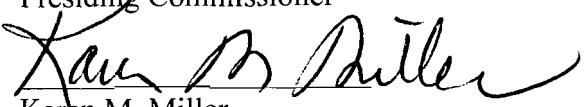
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve and accept the Settlement and Release Agreement between Boone County, Missouri, Butler Rosenbury & Partners, Inc. and Malone, Finkle, Eckhardt & Collins, Inc. for the Boone County Courthouse Remodel Project. The terms of this settlement are stipulated in the attached contract. It is further ordered the Presiding Commissioner Kenneth M. Pearson is hereby authorized to sign said agreement.

Done this 30th day of December, 2010.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
District I Commissioner
Absent
Skip Elkin
District II Commissioner

30th SETTLEMENT AND RELEASE AGREEMENT

ON THIS ~~16th~~ day of ~~DECEMBER~~, 2010, this Settlement and Release Agreement ("Release") is entered into by and between Boone County, Missouri (hereinafter referred to as "County"), Butler Rosenbury & Partners, Inc. (hereinafter referred to as "Architect"), and Malone, Finkle, Eckhardt & Collins, Inc. (hereinafter referred to as "Architect's Engineer").

WHEREAS, Architect provided certain professional services to County in relation to the Boone County Courthouse Remodel Project pursuant to an Agreement for Architectural Services dated October 17, 2006; and

WHEREAS, Architect employed Architect's Engineer to assist in the provision of the professional services to County in relation to said project pursuant to an Agreement dated February 9, 2007; and

WHEREAS, disputes have arisen by and between the parties relating to the provision of services on the subject project and outstanding fees, and the parties desire to fully and finally resolve any and all claims, disputes, causes of action of whatever nature which can be brought by and between the respective parties in relation to the Boone County Courthouse Remodel Project; and

WHEREAS, County has agreed to release Architect and Architect's Engineer in exchange for the retention of funds in the amount of TWENTY FIVE THOUSAND NINE HUNDRED THIRTY FIVE AND 74/100 DOLLARS (\$25,935.74), which represents the amount the County has appropriated and encumbered relating to pending invoices from Architect; and

WHEREAS, Architect agrees to release County in exchange for County's payment of TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 97/100 DOLLARS (\$2,837.97), which represents the amount to be paid to County by Architect's insurance company in relation to this settlement; and

WHEREAS, Architect agrees to release Architect's Engineer in exchange for the waiver of pending fees for services from Architect's Engineer to Architect in the amount of SIX THOUSAND NINE HUNDRED FOURTEEN AND 70/100 DOLLARS \$6,914.70; and

WHEREAS, Architect's Engineer agrees to release County and Architect in exchange for the release and other promises contained herein, all of which constitutes sufficient and valuable consideration; and

WHEREAS, all parties desire to fully and finally release said claims by each against the other and by these presents state:

NOW THEREFORE, in recognition of the valuable and sufficient consideration set out above, receipt of which is hereby acknowledged by each party, and on the basis of the other valuable consideration detailed herein, the parties agree as follows:

1. **Payment.** The County agrees to pay Architect the sum of TWO THOUSAND EIGHT HUNDRED THIRTY SEVEN AND 97/100 DOLLARS (\$2,837.97) which represents the amount paid to County by Architect's insurance company in relation to the settlement. Architect agrees that County may retain funds in the amount of TWENTY FIVE THOUSAND NINE HUNDRED THIRTY FIVE AND 74/100 DOLLARS (\$25,935.74) which represents the amount the County has appropriated and encumbered relating to pending invoices from Architect. Architect's Engineer agrees that Architect may retain funds in the amount of SIX THOUSAND NINE HUNDRED FOURTEEN AND 70/100 DOLLARS (\$6,914.70) which represents the amount Architect has appropriated and encumbered relating to pending invoices from Architect's Engineer.

2. **Mutual Release.** Each signatory to this Release hereby releases and discharges the other signatories from any and all liability in connection with the Boone County Courthouse Remodel Project and forever discharges the parties, their respective agents, members, employers, employees, officers, directors, shareholders, heirs, executives, administrators, guardians, attorneys, representatives, insurers and re-insurers and subsidiaries thereof, their successors and assigns, and all other persons, firms or corporations, hereinafter referred to collectively as the parties, of and from any and every claim, demand and cause of action whatsoever nature which the undersigned now has, or may hereafter against said parties, or any of them, sustained by or occurring to the undersigned, whether now known or unknown, resulting from or in any manner connected with the Boone County Courthouse Remodel Project, which was substantially completed on or about the 27th day of February, 2009, it being the intent of the undersigned to fully release and forever discharge the above-named entities and parties from any and all liability arising out of the aforementioned construction project, whether now known or unknown.

3. **Additional Consideration.** As further additional consideration for the release herein, it is further agreed that no promise or agreement not herein and expressed has been made; that this Release is not executed in reliance on the statement of or any representation made by said parties, or any of them or any person employed by or representing them, other than what is contained in this Release; that the consideration recited herein is accepted in full compromise, settlement and satisfaction of any claim, demand, or cause of action relating to the Boone County Courthouse Remodel Project; that this settlement should not be construed as an admission of liability, all liability being expressly denied by all parties hereto; that the terms set out herein are contractual and not mere recitals; and that this Release be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

4. **Miscellaneous.** This Release is intended and does release any and all claims of whatsoever nature against said parties, and by signing below, each party has indicated that they have read the Release, and consulted with their legal counsel concerning the contents and effects thereof and executed the same as their own free act and deed.

5. **Compromise of Disputed Claim.** The parties acknowledge that this is a compromise of a disputed claim. This Release shall not be construed as an admission, as all parties hereto deny any and all liability to each other and deny the nature and extent of any damage claimed by the other.

6. **Binding Effect.** The parties agree and acknowledge that this Release shall bind the parties to this Release and also their respective heirs, administrators, executors, assigns, shareholders, officers, directors, attorneys, servants, subsidiaries, divisions, affiliates, employees, agents, representatives, insurance carriers, and predecessors and successors in interest, and related entities and shall inure to the benefit of the parties released and their respective heirs, administrators, executors, assigns, shareholders, officers, directors, members, attorneys, servants, subsidiaries, divisions, affiliates, employees, agents, representatives, insurance carriers, and predecessors and successors in interest.

7. **Reliance.** The parties acknowledge and warrant that, except as stated here, no promises or inducements have been made or offered by the parties for this Release and that this Release is executed by the parties without reliance upon any other statements or representations made by the parties concerning the nature or merits of any claims that they might have had against each other. The parties assume the risk that the facts or law may be otherwise than the parties believe.

8. **Modification and Waiver.** No modification or waiver of any provision of this Release nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by the party to be charged therewith and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9. **Counterparts.** This Release may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and each of which shall constitute but one and the same Release.

10. **Construction.** This Release has been arrived at after thorough bargaining and negotiations, with attorneys advising each party. The language of this Release is a product of the mutual effort of the parties. This Release shall be construed fairly as to all parties; it shall not be construed for or against any party on the basis or the extent to which that party participated.

11. **Severability.** In the event that any one or more of the provisions or parts of a provision contained in the Release shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Release, but this Release shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

12. **Future Cooperation.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Release.


13. Entire Agreement. The parties state that this Release contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified in this Release. The parties also agree that all of the terms of this Release are contractual and not a mere recital.

SO AGREED.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK


THE UNDERSIGNED HAS READ THIS RELEASE CONSISTING OF FOUR (4) PAGES AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, the undersigned execute this Release as of the 16th day of DECEMBER, 2010.

BUTLER ROSENBERG & PARTNERS, INC.
By: 
Geoffrey H. Butler, AIA

Title: President and CEO

Subscribed and sworn to before me this
16th day of December 2010


Notary Public

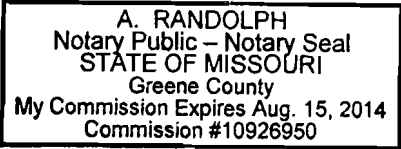
LISA R. RIECH
Notary Public, Notary Seal
State of Missouri
Commission # 08480033

THE UNDERSIGNED HAS READ THIS RELEASE CONSISTING OF FOUR (4) PAGES AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, the undersigned execute this Release as of the 21st day of December, 2010.

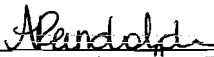
MALONE, FINKLE, ERKHARDT & COLLINS, INC.

By: 
Rod L. Finkle, P.E.



Title: PRESIDENT

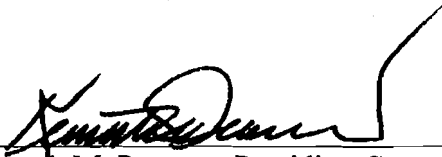
Subscribed and sworn to before me this
21st day of December 2010


Notary Public

THE UNDERSIGNED HAVE READ THIS RELEASE CONSISTING OF FOUR (4) PAGES AND FULLY UNDERSTAND IT.

IN WITNESS WHEREOF, the undersigned execute this Release as of the 30 day of December, 2010.

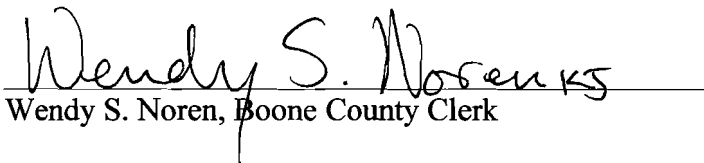
BOONE COUNTY, MISSOURI



By: Kenneth M. Pearson, Presiding Commissioner

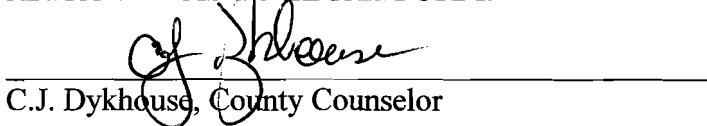
Date: 12/30/2010

ATTEST:



Wendy S. Noren, Boone County Clerk

APPROVED AS TO LEGAL FORM:



C.J. Dykhouse, County Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of December 20 10

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached 2011 Holiday Schedule.

Done this 30th day of December, 2010.

ATTEST:

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

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Missouri Office of Administration

Jay Nixon, Governor
Kelvin L. Simmons, Commissioner

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- [Personnel](#)
- [Resources of State Employees](#)
- 2011 State Holidays

2011 State Holidays

New Year's Day (Observed)
Martin Luther King, Jr. Day
Lincoln Day (Observed)
Washington's Birthday
Truman Day (Observed)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day (Observed)

Friday, December 31, 2010
Monday, January 17, 2011
Friday, February 11, 2011
Monday, February 21, 2011
Monday, May 9, 2011
Monday, May 30, 2011
Monday, July 4, 2011
Monday, September 5, 2011
Monday, October 10, 2011
Friday, November 11, 2011
Thursday, November 24, 2011
Monday, December 26, 2011

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